

Request for Proposals

For

TELECOMMUNICATIONS RELAY AND CAPTIONED TELEPHONE SERVICES

PROJECT NO. 050B7800018



DEPARTMENT OF BUDGET & MANAGEMENT

Issue Date: October 23, 2006

NOTICE

Prospective Offerors who have received this document from the Department of Budget & Management's Web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO OFFERORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this Contract, please fax this completed form to: 410-974-3274 to the attention of Jacques' Boock.

Title: TELECOMMUNICATIONS RELAY AND CAPTIONED TELEPHONE SERVICES

Project No: 050B7800018

1. If you have responded with a "no proposal", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. **(Explain in REMARKS section.)**
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated.
(Explain in REMARKS section.)
- ☐ We cannot be competitive. **(Explain in REMARKS section.)**
- ☐ Time allotted for completion of the proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. **(Explain in REMARKS section.)**
- ☐ Proposal requirements (other than specifications) are unreasonable or too risky.
(Explain in REMARKS section.)
- ☐ MBE requirements. **(Explain in REMARKS section.)**
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory.
(Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Offeror's Name: _____ Date: _____

Contact Person: _____ Phone: (____) ____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

Telecommunications Relay and Captioned Telephone Services

PROJECT NUMBER 050B7800018

RFP Issue Date: October 23, 2006

RFP Issuing Office: Maryland Department of Budget & Management
Office of Information Technology

Procurement Officer: Jacque' Boock
Office Phone: (410) 260-7681
Fax: (410) 974-3274
e-mail: jboock@dbm.state.md.us

Proposals are due to: Maryland Department of Budget & Management
45 Calvert Street, Room 137
Annapolis, MD 21401
Attention: Jacque' Boock

Pre-Proposal Conference: Thursday, November 2, 2006 – 10:00 AM Local Time
Department of Budget & Management
TAM Conference Room, 10th Floor, Suite 1008A
301 W. Preston Street
Baltimore, MD 21201

Closing Date and Time: Tuesday, November 14, 2006 - 2:00 PM Local Time

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Department of Budget and Management (DBM), Office of Information Technology, Telecommunications Access of Maryland, in consultation with the Governor's Advisory Board for Telecommunications Relay, is seeking a Contractor to provide cost-effective, unrestricted 24 hours a day, 365/6 days a year Telecommunications Relay Service (TRS) and Captioned Telephone services for Maryland's hearing and speech disabled citizens.

1.1.2 This RFP is divided into two functional areas. A Contractor shall be selected for each of the two functional areas below:

- A) Functional Area I – Telecommunications Relay Service (TRS) for Traditional Relay Call Types. This service allows persons with hearing or speech disabilities to place and receive telephone calls.

The State seeks a TRS provider capable of providing Statewide TRS for Traditional Relay Call Types at a comparable level of access and quality that standard telephone service is provided to a person without a hearing or speech disability, consistent with Title IV of the Americans with Disabilities Act as codified at FCC 47 C.F.R. § 64.601 - 64.605, and State Finance and Procurement Article, Title 3 Subtitle 801-807. See Section 3.1 - Functional Area I – TRS, and Section 3.3 for General Project Requirements.

- B) Functional Area II – Statewide Captioned Telephone Service: This service displays every word a caller says throughout a conversation. Users of this service can listen to a caller and can also read the written captions in a display window on their captioned telephone.

The State seeks a Contractor to provide Captioned Telephone Service that shall meet all provisions of Federal Communication Commissions CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003, inclusive of current waivers. See Section 3.2 - Functional Area II – Captioned Telephone Services, and Section 3.3 for General Project Requirements.

Captioned telephone equipment will not be purchased as part of the Contract awarded as a result of this solicitation.

1.1.3 Offerors may propose to one or both Functional Areas (I and/or II).

1.1.4 DBM intends to award two contracts, one for each Functional Area (Each Functional Area is also inclusive of the general project requirements noted in Section 3.3), to the Offeror(s) whose proposal is deemed most advantageous to the State.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below. Depending on the context of the sentence, some terms are noted in a similar word order, but have the same meaning (Example: Baud or Baudot):

1. **Abandoned Calls** - An inbound call that is received at the provider/Contractor's switch but is not delivered to/answered by an operator.
2. **ADA Title IV / FCC Requirements - Title IV of the Americans with Disabilities Act (ADA)** - Telecommunications services for hearing-impaired and speech-impaired individuals codified at 47 U.S.C. § 225. A current copy may be found at: www.fcc.gov/cgb/dro/title4.html.
3. **ANI** – Automatic Number Identification.
4. **ASL** – American Sign Language
5. **ASL Gloss** – When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss.
6. **Average Speed of Answer (ASA)** – The time from when the inbound call is accepted by the Relay provider's switch until the time the call is delivered to, and answered by, an operator ready to process the call. Measurement of speed of answer continues until the accepted call is either abandoned or answered by a live operator ready to relay the call. This does not include a live operator or other individual answering the call to determine call mode or for any other reason except the immediate initiation of the actual outbound call out-dial and relaying of the call. Abandoned calls are included in the calculation of ASA. ASA is calculated on actual calls accepted by the Maryland switch no matter where the call is routed. Weighted averages are not allowed.

ASA shall be measured by an average of actual answer times calculated as: the sum of all individual call answer times divided by the number of inbound calls (including, by way of example only, abandon calls), not by periodic sampling, nor by an average of averages. Weighted averages are not allowed.
7. **Baud or Baudot** – A measure of transmission speed related to TTY Transmission over an analog phone line.
8. **Blocked Call** - Any call that arrives at the Provider's switch, that is not answered by a live operator ready to process the call within 90 seconds, or a customer receiving a busy signal.
9. **Called Party** – The outbound leg of a Relay call. The person being called by the inbound leg or calling party.
10. **Calling Party** - The inbound leg of a Relay call. The person placing the outbound call to the called party.

11. **Call Setup** – The time period beginning when the call is accepted by the Contractor’s switch until an operator begins to relay the call.
12. **Call Wrap Up** – The time beginning when the one party disconnects until the time both parties are disconnected.
13. **CLEC** – Competitive LEC
14. **Communication Access Real-time Translation (CART)** -The instant translation of the spoken word into English text using a stenotype machine, notebook computer, and real-time software.
15. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
16. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A-The State’s Contract.
17. **Contract Manager (CM)** – The State representative for the resulting Contract that serves as the manager that monitors the daily contractual activities of the contract and provides contractual guidance to the Contractor(s). DBM may change the CM at any time by written notice to the Contractor(s).
18. **Contractor** – The selected Offeror that is awarded a Contract by the State.
19. **DBM** – The Maryland Department of Budget & Management.
20. **Department** – “Department” means the Maryland Department of Budget & Management, Office of Information Technology, Telecommunications Access of Maryland.
21. **Dial-around Services** – This refers to the services provided to users through access codes and numbers which allow users to bypass their Primary Inter-exchange Carrier. These may be 10-10XXX, toll free access numbers, and/or calling cards. Generally, dial around refers to services accessed from the user’s primary telephone. (See page 31).
22. **Emergency Call** – When the inbound caller requests 9-1-1 or any emergency hotline.
23. **Emergency Operations Situation** – When an event such as flood, major snowstorm, etc., or major catastrophe such as extended power outage, etc., has rendered the Maryland Relay Center totally inoperable, or inaccessible to employees.
24. **ESN**- Electric Serial Number
25. **FCC**- Federal Communications Commission.
26. **FCC TRS Regulations** – Refers to 47 C.F.R. § 64.601 - 64.605 as amended from time to time which can be found at www.fcc.gov.
27. **Fluent** – Ability to write and speak easily, smoothly and expressively.
28. **Functionally Equivalent** – The functionality of accessing a product, feature or service via Relay that will not require any additional steps preceding, during, or proceeding the substitute equipment or service than would be required on a direct call from the same number.
29. **Functionally Equivalent TRS** – Performance in a TRS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS for effective telecommunications.
30. **Fully Loaded Rates** - The inclusion in labor category billing rates of all profit (fee), direct and indirect costs associated with performing under the RFP’s resulting contract. The indirect costs shall include all costs that would normally be considered General and Administrative costs and/or

routine travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the contract.

31. ILEC – Incumbent LEC

32. **Inbound call** – The call placed by the party initiating the call into any of the designated access numbers used to contact Maryland Relay. Also known as the calling party.

33. **Internet Protocol Relay Service or IP Relay Service** – Text to voice Relay. Text is typed on a computer or wireless device accessing the Internet to contact a Relay operator who then places an outbound landline call to the called party.

34. **IXC** - Inter-exchange carrier.

35. **LEC** – local Exchange Carrier

36. **Local Phone Service** – LEC, ILEC, CLEC, VoIP or any other type of local phone service.

37. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.

38. **Maryland Relay Call** – Any inbound call initiated by accessing one of the dedicated Maryland Relay 800 numbers or any resulting outbound calls.

39. **Maryland Relay Center** – The Relay Center that has been selected by the Contractor to act as the primary center for processing the Maryland Relay calls.

40. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.

41. **NECA** – National Exchange Carriers Association. As contracted by the FCC, the company that oversees the FCC’s TRS Fund. See URL address: www.necs.org

42. **Non-Traditional TRS Call Types:** Call types other than those defined in the Traditional TRS Call Types.

43. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. (local time) Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov - keyword State Holidays.

44. **NPA/NXX** - The first six digits of a North American telephone number; the area code (NPA) and exchange (‘XXX’).

45. **Offeror** – An entity that submits a proposal in response to this RFP.

46. **Operations** - The Contractor’s division that has responsibility for the technical operation and processing of calls at the Relay Center to include, but not be limited to the staffing and supervision.

47. **Operator** - Individuals that facilitate telephone calls between people with hearing and speech disabilities and other individuals. The federal government refers to these individuals as Communications Assistants (CA) in the Federal regulations that are referenced herein.

48. **Outbound call** – The call placed from the Maryland Relay Center to the party being called by the inbound caller. Also known as the called party.

49. **P.01** – The standard upon which blockage is measured. One call in one hundred can be blocked, so the system is designed to meet this criterion.

50. **POC** – Point of Contact.

51. **Primary Center** – The center used to process the Maryland Relay Calls (see Maryland Relay Center above).
52. **Procurement Officer (PO)**-The procurement officer is responsible for the solicitation and the follow-on Contract, determining scope issues, and is the only State representative that can authorize changes to the Contract. DBM may change the PO at any time by written notice to the Contractor.
53. **Project Manager (PM or State PM)** – The State representative that is primarily responsible for the technical management of this project and who is the only State representative wherein the Contractor may receive binding technical direction. DBM may change the PM at any time by written notice to the Contractor.
54. **PSAP** – Public Safety Answering Point - A facility that has been designated to receive 911 calls and route them to emergency services personnel as provided in 47 C.F.R. 64.3000(c).
55. **PSC** – Public Service Commission.
56. **Regionally Directed Toll Free Number** – An outbound line that receives an inbound ANI and directs the call to a specific location.
57. **Request for Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number **050B7800018**, including any amendments.
58. **Session Minute**- The period that includes the time the operator is dedicated to the call until the time the operator is disconnected from both parties measured to each 6-second increment. This period shall include the set-up and wrap-up time of the call.
59. **SS7 – Equivalent System-Common Carrier Signaling System 7** – A system that provides a system as equivalent or higher than SS7 technology.
60. **STS (Speech-to-Speech)** – Speech-to-Speech provides an operator to voice clearly for customers with speech that is not easily understood over the phone.
61. **Standard Phone** – Telephonic device used in standard voice to voice calls that do not require additional equipment or accommodation.
62. **State** – “State” means the State of Maryland.
63. **TAM** - Telecommunications Access of Maryland.
64. **Translation/Interpretation** – Voice ASL gloss into spoken English or type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.
65. **TRS** – Telecommunications Relay Service.
66. **Traditional TRS Call** Types include all of the following services as these services are described in RFP Section 3.1.4.7.1: (i) Text-to-Voice TTY-based TRS, (ii) Voice Carry Over (VCO), (iii) Hearing Carry Over (HCO), (iv) Speech-to-Speech (STS) Relay, (v) Shared Non-English Language Relay Service, (vi) 2-Line HCO, (vii) 2-Line VCO.
67. **TSP** – Telecommunications Service Priority Program as described in depth at: <http://tsp.ncs.gov/tsp/abouttsp.html>
68. **TTY** - Refers to TTY, TDD, or any Text device used for telephone communication.
69. **Verbatim Non-ASL Call** – The relaying of a call that includes all information typed or spoken to the other party without eliminating, re-phrasing, or paraphrasing that information

70. **Verbatim ASL Call** - The verbatim interpretation of a call involving the two languages, ASL and English.

71. **VoIP** – Voice over Internet Protocol

1.3 Contract Type

The contract that results from this RFP shall be an Indefinite Quantity Contract with Fixed Unit Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The term of this contract shall be for a term of five years and shall commence on or about January 1, 2007 and shall terminate on May 31, 2012.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Jacque' Boock
Maryland Department of Budget and Management
Procurement Policy & Administration Division
45 Calvert Street, First Floor, Room 137
Annapolis, Maryland 21401
Telephone: 410-260-7681
Fax Number: 410-974-3274
E-mail: jboock@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice.

1.6 State Contract Manager and Project Manager

A) The contact in the State for purposes of the follow-on contract as the State Contract Manager is:

Brenda Kelly-Frey
Department of Budget and Management
Office of Information Technology
301 West Preston Street, 10th Floor, Suite 1008A
Baltimore, MD 21201
Telephone: 410-767-5891
Fax No.: 410-767-4276
Email: frej@dbm.state.md.us

DBM may change the State Contract Manager at any time by written notice.

- B) The contact in the State for purposes of the follow-on Project Manager who will give technical direction and receive all deliverables as the State Project Manager is:

Pam Stewart
Maryland Department of Budget and Management
Office of Information Technology
301 W. Preston Street, Suite 1008A
Baltimore, Maryland 21201
Telephone: 410-767-6970
Fax Number: 410-767-4276
Email: stewar@dbm.state.md.us

DBM may change the State Project Manager at any time by written notice.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on Thursday, November 2, 2006, beginning at 10:00 AM (Local Time), in Suite 1008, 301 W. Preston, Baltimore, MD 21201. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be transcribed and/or the State will arrange for CART due to deaf and HOH participants. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the pre-proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please FAX the Pre-Proposal Conference Response Form to the attention of Jacques' Boock at (410) 974-3274 with such notice **no later than 3:00 PM on October 31, 2006**. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. Sign language interpretation will be provided upon request. In addition, if there is a need for other special accommodations due to a disability, please call no later than October 6, 2006. DBM will make a reasonable effort to provide such special accommodation.

1.8 Questions

The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. To the extent possible and as appropriate, such questions will be answered at the Pre-Proposal Conference. (No substantive question(s) will be answered prior to the Pre-Proposal Conference.) Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective

Offerors attending the Pre-Proposal Conference. To the extent possible and as appropriate, these questions will be answered at the Pre-Proposal Conference.

Written questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all prospective Offerors who are known to have received a copy of the RFP.

1.9 Proposal Due (Closing) Date

An unbound original, plus five (-5-) copies, and electronic versions of the paper submission copy on CD (See Section 4.2.) of the Offeror's proposal must be received by the Procurement Officer, at the address listed in Section 1.5, no later than November 14, 2006 at 2:00 PM (Local Time), in order to be considered.

Requests for extension of this date or time shall not be granted. Offerors mailing their proposal should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the closing time and date will not be considered.

Proposals delivered by email or facsimile shall not be considered.

1.10 Duration of Proposed Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only by an Offeror's written agreement.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM Procurement web page and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.12 Cancellations; Acceptance; Minor Irregularities and Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with

all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.13 Oral Presentation/Discussions

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately two weeks after the proposal due date.

As part of the oral discussions, the State Evaluation Team will complete site visits of the proposed center(s) to be utilized for Maryland Relay. See Section 4-Proposal Format, and Section 5-Evaluation Criteria and Selection Process for further details.

1.14 Incurred Expenses

The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

1.15 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

1.16 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.17 Multiple or Alternate Proposals

An offeror may not submit more than one (multiple) proposal (offer) for each Functional Area. Alternate proposals shall not be accepted.

Submitting an offer for both Functional Areas is not considered a multiple proposal. See also Section 4 – Proposal Format.

1.18 Public Information Act Notice

An Offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01).

1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposal. Additional information regarding MBE Subcontractors is provided under paragraph 1.33 below.

If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal.** A proposal that takes exception to these terms may be rejected.

1.21 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

1.22 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit need not be submitted with an Offeror's proposal but must be provided within five (-5-) working days of notice of Contract award.

1.23 Arrearages

By submitting a response to this solicitation, the Offeror represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for the Contract award.

1.24 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.25 No Offer Statement

Vendors not responding to this solicitation are requested to submit the Notice to Vendors/Contractors form that includes the company information and the reason for not responding (i.e. too busy, can not meet mandatory requirements, etc). This form is located in the RFP immediately following the Title Page.

1.26 Conflict of Interest

If the Procurement Officer makes a determination before award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may reject an offer under COMAR 21.06.02.03B. The form found in Attachment L-Conflict of Interest Affidavit must be submitted with each Offeror's Technical Proposal.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.28 False Statements

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.29 eMarylandMarketplace Fee

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (www.dbm.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and summary of the

pre-proposal conference, Offeror's questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

COMAR 21.02.03.06 requires that the successful Offeror under this solicitation pay a fee to support the operation of eMM. A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com.

COMAR 21.02.03.06 includes a fee schedule which Offerors should build into their proposed prices. Normally, Contractors would be required to pay the appropriate fee upon Contract award. However, because of the extreme variability in possible usage under the Contract, no fee will be due at the time of initial award. Instead, awards/usage will be summarized and the appropriate fee assessed on a quarterly basis.

The proposed price by the Offeror should be sufficient to accommodate the payment of the appropriate fee as per the COMAR 21.02.03.06 fee schedule.

Fees may not be quoted as a separate add-on price.

In order to receive a Contract award, a vendor must be registered on eMM.

Contractors shall pay the fee as provided by COMAR 21.02.06.03 and in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the Maryland Marketplace website at www.eMarylandMarketplace.com.

1.30 Non-Visual Access

By submitting an offer, the Offeror warrants that the information technology offered under the offer (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this Regulation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.dbm.maryland.gov - using keyword 'nova.'

1.31 Electronic Funds Transfer

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror/Contractor

must register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. See Attachment 'M'. The COT/GAD X-10 form can be also downloaded at:

http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/

1.32 Minority Business Enterprise Subcontract Participation Goal for FUNCTIONAL AREA I-Telecommunications Relay Service (TRS) for Traditional Relay Call Types

A minority business enterprise subcontractor participation goal of five percent (5%) has been established for this procurement for **FUNCTIONAL AREA I-Telecommunications Relay Service (TRS) for Traditional Relay Call Types**. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in **Attachment D** of this RFP for Functional Area I (only). Subcontractors used to meet the minority business enterprise goal of this RFP must be identified in the Offeror's proposal.

Questions or concerns regarding the MBE requirements of this solicitation must be raised before receipt of initial proposals.

Attachments D-1 and D-2 must be submitted with an Offeror's proposal. Failure to submit these completed attachments will eliminate an Offeror from further consideration.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

1.33 Minority Business Enterprise Subcontract Participation Goal for FUNCTIONAL AREA II-Statewide Captioned Telephone Service

No Minority Business Enterprise (MBE) subcontractor participation goal has been established for this solicitation for **FUNCTIONAL AREA II-Statewide Captioned Telephone Service**.

Please note that the MBE requirements specified in **Attachment D** of this RFP **do not** apply to offers submitted for Functional Area II.

SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

Offerors shall meet the following qualifications for the applicable functional areas being proposed.

2.1 Functional Area I - Telecommunications Relay Service (TRS) for Traditional Relay Call Types

- 2.1.1** The Offeror shall provide, as part of its proposal, evidence or supporting documentation to prove that all of its and/or subcontractor's associated circuits that are utilized to process calls in any Relay Center owned or operated by the Offeror participates in the Telecommunications Service Priority Program (TSP) with a minimum priority level assignment of 3 (as defined at URL: <http://tsp.ncs.gov/tsp/abouttsp.html>.)

2.2 Functional Area II - Statewide Captioned Telephone Service

- 2.2.1** The Offeror shall provide as part of its proposal:
- A. A letter from CapTel Inc. (CTI) confirming that they have a CapTel Service Supply Agreement with CTI;
 - B. That the Offeror has not received any notice of default under such agreement; and,
 - C. The terms of the agreement are as long as the projected term of the Contract to be awarded as a result of this solicitation.
- 2.2.2** The Offeror shall, as part of its proposal, provide an email from the NECA fund administrator stating that they are approved to receive reimbursement for interstate and 2-line captioned telephone calls.

SECTION 3 – SCOPE OF WORK

3.0 Purpose and Scope

3.0.1 The Maryland Department of Budget and Management, Office of Information Technology, Telecommunications Access of Maryland, in consultation with the Governor's Advisory Board for Telecommunications Relay, is seeking a Contractor to provide cost-effective, unrestricted 24 hours a day, 365/6 days a year TRS and Captioned Telephone services for Maryland's hearing and speech disabled citizens.

3.0.2 This RFP is divided into two functional areas. A Contractor shall be selected for each of the two functional areas below:

- A. Functional Area I – Telecommunications Relay Service (TRS) for Traditional Relay Call Types. This service allows persons with hearing or speech disabilities to place and receive telephone calls.

The State seeks a TRS provider capable of providing Statewide TRS for Traditional TRS Call Types, at a comparable level of access and quality as standard telephone service is provided to a person without a hearing or speech disability, that meets or exceeds the requirements of Title IV of the Americans with Disabilities Act as codified at FCC 47 C.F.R. § 64.601 - 64.605, and State Finance and Procurement Article, Title 3 Subtitle 801-807. See Section 3.1 - Functional Area I – TRS for Traditional Relay Call Types, and Section 3.3 for General Project Requirements.

- B. Functional Area II – Statewide Captioned Telephone Service: This service displays every word a caller says throughout a conversation. Users of this service can listen to a caller and can also read the written captions in a display window on their captioned telephone.

The State seeks a Contractor to provide Captioned Telephone Service that meets or exceeds all FCC requirements. See Section 3.2 - Functional Area II – Captioned Telephone Services, and Section 3.3 for General Project Requirements. Captioned telephone equipment will not be purchased as part of this Contract.

3.0.3 The Statement of Work in this RFP is divided into the following sections. Section 3.3 contains general project requirements **applicable to both Functional Area I-TRS for Traditional Relay Call Types, and Functional Area II - Statewide Captioned Telephone Service.** The Contractor for each Functional Area is fully responsible to see that its service and support encompass the specific requirements in the Functional Area in which they have been awarded (I or II), and the General Project Requirements of Section 3.3.:

- Section 3.1-Functional Area I – TRS for Traditional Relay Call Types
- Section 3.2-Functional Area II - Statewide Captioned Telephone Service
- Section 3.3-General Project Requirements (Applicable to both Functional Areas I and II)

[FUNCTIONAL AREA I – TRS for TRADITIONAL RELAY CALL TYPES]

3.1 Functional Area I – TRS for Traditional Relay Call Types

The Contractor is fully responsible for all requirements in Section 3.1-Functional Area I-TRS for Traditional Relay Call Types of this RFP, as well as the requirements of Section 3.3 for General Project Requirements.

In addition, the Contractor is fully responsible for the MBE subcontracting participation as established and noted in Section 1.33 of this RFP.

3.1.1 The State's Objectives of TRS for Traditional Relay Call Types

3.1.1.1 The Contractor shall provide services and Information Technology to ensure that the following objectives are met in the State of Maryland's TRS for Traditional Relay Call Type:

- A) To allow Maryland's deaf, hard of hearing, speech disabled and deaf/blind population access to telephone service on a basis comparable to that available to people without such disabilities, and vice versa, in a functionally equivalent manner;
- B) To establish a TRS for Traditional Relay Call Types that is flexible and responsive to service demands and is adaptable for implementation of technological advances as they become available;
- C) To establish a Speech-to-Speech service for those individuals who need assistance in making their speech understandable;
- D) To establish a reporting system that provides pertinent information needed to manage the service and for periodic assessment of the level of access and quality of the service;
- E) To establish procedures for forecasting changes in service demand;
- F) To establish procedures to maximize service delivery/cost ratios which permit the most cost-effective operation of the Relay Service, without negatively affecting quality of service.

3.1.2 TRS Background

3.1.2.1 The Americans with Disabilities Act of 1990 requires common carriers to make TRS available for persons with a hearing or speech disability in order to make rapid and reliable nationwide communications service available to all individuals in the U.S., and to increase the utility of the telephone system.

3.1.2.2 In order to expedite implementation of this service within Maryland, as well as to ensure that a comparable level of access and quality was available to disabled persons as well as to non-disabled persons, the 1991 Maryland General Assembly enacted Title 3, Subtitle 8 of the State Finance and Procurement Article of the Maryland Annotated Code, thereby authorizing and establishing the operation of a program to provide cost-efficient 24-hour TRS in the State.

3.1.2.3 Currently, the Center processes an average of 327,132 billable minutes of service per month. (This average was calculated based on data from June 2002 – September 2006 from the current

Maryland Relay service.). The cost of the Relay Service is funded by a surcharge applied by the local telephone companies to their individual customer bills for switched local exchange access service.

- 3.1.2.4 The Governor's Advisory Board For Telecommunications Relay consists of 12 Maryland residents appointed by the Governor from the deaf, hard of hearing, mobility impaired, speech disabled, senior citizen, and deaf-blind communities, and government. The Board convenes on a regular basis to review the level of access and quality of service provided by the Telecommunications Relay Service, among other things.

3.1.3 TRS General Requirements

The Contractor shall provide for the following:

- 3.1.3.1 The Contractor shall comply with all laws, regulations, policies, standards and guidelines affecting telecommunication services for hearing-impaired and speech-impaired individuals. It is the responsibility of the Contractor to ensure adherence to this requirement and to remain abreast of and comply with all changes that may affect project execution. These may include, but are not limited to, standards and regulations relating to Title IV of the Americans with Disabilities Act (ADA) - Telecommunications services for hearing-impaired and speech-impaired individuals codified at 47 U.S.C. § 225 (FCC Regulations), whichever has the stricter standards. All current standards and regulations and any future standards implemented by the FCC relating to TRS, adopted by the FCC or regulations codified by FCC are hereby incorporated by reference, as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP. If there is a conflict in the stringency of a regulation between the FCC Rules and the minimum standards required by this RFP, the more stringent is to be followed. In the event of FCC mandated changes in the provision of Relay services, the terms of the Contract pertaining to change orders will apply. (See Section 2.2 of Attachment A-Example of the State's Contract)
- 3.1.3.2 The Contractor shall provide Functionally Equivalent TRS including by way of example but not limited to the following features: (i) cost to consumers, (ii) call blockages no different than experienced by voice-to-voice non TRS callers, (iii) allowing choice of carriers for all types of long distance and toll calls, (iv) real-time communications in transmission and reception of text and speech, and (v) using advanced and efficient technology, as it becomes technically feasible.
- 3.1.3.3 The Contractor may provide Traditional TRS features in excess of the above-cited FCC requirements and this RFP with the express, written approval of the State PM.
- 3.1.3.4 Toll Free Number - The existing State owned, nationwide toll-free numbers, listed in Attachment I shall be used. All current toll-free numbers, and any additional toll free numbers provided under this solicitation, are/shall become the property of the State of Maryland.
- 3.1.3.5 The Contractor shall, with the express, written approval of the PM, select one of its TRS centers, to be the primary relay center for the goal and purpose of processing 100% of all Maryland Relay calls. Upon transition 'cutover' of the project, the selected primary center will process no less than 95% of all Maryland Relay calls. The Contractor shall show progressive quality goals to 100% processing, and their ability to have met those goals on an annual basis beginning one year after contract award. The date and timing of the report shall have prior express, written approval from the State PM, and initially shall be set at the project's Kick-off Meeting.

The percentage of Maryland Relay calls not processed by the primary center shall be reported

on a monthly basis to the State PM. In addition, the Maryland Relay calls not processed by the primary center shall be processed per the conditions, processes, and requirements of the Contractor based on the terms and conditions of the Contract.

- 3.1.3.6 The State may conduct site visits of the Contractor's existing Relay Centers. The Contractor shall accommodate these site visits.

3.1.4 TRS Technical Requirements

The Contractor shall provide and ensure the following:

- 3.1.4.1 Provision of Relay - The Contractor shall provide an unrestricted, 24 hours/day, 7 days/week TRS that enables the State's approximately 550,000 communicatively disabled individuals to access the telephone system for the purpose of communication to and from all other persons in the State, the nation, and the world.
- 3.1.4.2 Compliance with RFP Specifications - The Contractor shall establish and operate the TRS in compliance with specifications outlined in this RFP. The establishment of this service shall include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of the relay center.
- 3.1.4.3 Upgrades and refresh of standards, services, quality of services, systems, and applications– If the FCC requires new standards, services, and Quality of Service (QoS) or the Contractor plans to upgrade or refresh their system/technology at any level that may affect the outcome of services or price for services to the State and its end-user community, the Contractor shall provide to the State PM a plan to upgrade and show any pricing impact of upgrade or refresh. The Contractor shall obtain the State PM's express, prior, written approval before implementing the upgrade or refresh. For implementation of upgrades or refresh, the Contractor shall ensure that:
- A. The compatibility of the State's systems, components, and applications are not diminished in functionality, quality of the information technology, quality of service, security, privacy, and reliability;
 - B. The upgrade or refresh is backwards compatible to all systems, components and software version levels as well as those already being utilized by the State and end users that are the subject of this RFP;
 - C. It has provided all information and pricing for contract administration to the State Contract Manager and State Procurement Officer to allow for timely modification of the Contract prior to implementation, if the State believes that such modification is necessary and appropriate.
- 3.1.4.4. Toll Call Access and Rate- The Contractor shall provide (as defined in 47 CFR Part 64) for inter-LATA and intra-LATA toll call access to the Relay Center for calls that originate or terminate in Maryland or made by Maryland residents using the long distance carrier of choice for inter-LATA and intra-LATA calls, at no greater than the rate for those same types of calls that can be made without Relay.

3.1.4.5. Announcement of Call Type and Explanation of Service - The Contractor shall develop and implement announcements for all of the various explanations of service for each call type provided to Relay users. The State PM shall approve all call announcements and explanations of service prior to implementation.

3.1.4.6. Traditional TRS Call Types Required - The Contractor shall ensure that the Relay Center has the capability to process the TRS Call Types in a manner that allows users of each TRS Call Type to initiate or receive a call using their preferred TRS Call Type mode. All dedicated lines for specific TRS Call Types shall be answered first in that TRS Call Type, while having the ability to switch to any other call type when needed by the inbound caller. All of the Traditional Relay call types will be reimbursed on a standard session minute basis as contracted.

3.1.4.6.1. Traditional TRS Call Types currently include all of the following services which are described as:

- A) Text-to-Voice TTY-based TRS – A person with a hearing or speech disability uses a special text telephone, called a TTY, to call the CA at the relay center. TTYs have a keyboard and allow people to type their telephone conversations. The text is read on a display screen and/or a paper printout. The CA relays the call back and forth between the parties by speaking what a text user types, and typing what a voice telephone user speaks.
- B) Voice Carry Over (VCO) – A type of TTY-based TRS that allows a person with a hearing disability, but who wants to use his or her own voice, to speak directly to the called party and receive responses in text from the CA. No typing is required by the calling party.
- C) Hearing Carry Over (HCO) – A type of TTY-based TRS that allows a person with a speech disability, but who wants to use his/her own hearing, to listen to the called party and type his/her part of the conversation on a TTY. The CA reads these words to the called party, and the caller hears responses directly from the called party.
- D) Speech-to-Speech (STS) Rely – This form of TRS is used by a person with a speech disability. A CA, who is specially trained in understanding a variety of speech disorders, repeats what the caller says in a manner that makes the caller's words clear and understandable to the called party. No special telephone is needed.
- E) Shared Non-English Language Relay Service – The FCC requires interstate TRS providers to offer Spanish-to-Spanish traditional TRS.
- F) 2-Line HCO – The capability to allow a speech-disabled customer to type to the Relay operator while having a direct connection to the standard phone user to listen to the conversation thus allowing for interruption from either party.
- G) 2-Line VCO – The capability to allow a deaf or hard of hearing customer to speak directly to the standard phone user via the Relay and to be able to receive responses typed in text by the Relay operator.

3.1.4.7. Non-Traditional TRS Call Types – Are not covered by this RFP unless by prior modification of the contract. Non-Traditional TRS Call Types would only be considered to ensure that the State receives a cost effective and efficient means to carry out their business model(s) while maintaining the quality of service and types of products that are the subject of the RFP.

3.1.4.8. Speech-to-Speech (STS) –

A. The Contractor shall provide operators on the contract for STS that meet the following criteria. As part of this provisioning, the Contractor shall test the hearing of operators and their ability to understand people with a variety of speech disabilities.

(1) For hearing: Each STS operator shall score 92% or higher in each ear using at a minimum, a 50 word, W-22, or NU6 speech recognition test. Each STS operator shall measure hearing acuity of 20dB or less in each ear using a pure tone test. The Contractor shall obtain a written test result for every STS operator from an audiologist that is a State licensed professional audiologist or certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A.)

(2) All new Speech-to Speech operators will be tested prior to beginning processing Speech-to-Speech calls for the life of the contract.

B. The Contractor shall ensure that STS users are able to choose, on a call-by-call basis, or in their customer database record, whether or not the other party will be allowed to hear the speech disabled person's voice.

3.1.4.9 Spanish Translation - The Contractor shall provide Spanish-to-Spanish Relay as well as Spanish/English translation Relay.

3.1.4.10 Operator Services - The Contractor shall provide access to the same level of standard operator services consistent with those provided to Standard Phone users.

3.1.4.11 The Contractor shall ensure that all Traditional TRS Call Types have the ability to communicate with each other via Relay.

3.1.5 Contract Start-up Transition

Essential dates to this RFP's timeline:

1) Between contract start date and April 30, 2007, the Contractor will complete their setup and provide for all the transition time-period's deliverables.

After State acceptance of the Contractor's Transition Plan, testing, and the transition time-period's deliverables, the Contractor will be ready to accept full responsibility at cutover scheduled for 12:01 AM, June 1, 2007.

3.1.5.1 Contract Start-up Transition.

The Contractor shall have a Contract Start-up Transition Plan for transitioning service from the incumbent to the Contractor's network to provide service. Transition must be complete with all end-to-end performance testing completed, accepted, and ready for cutover by April 30, 2007.

The Transition Plan from the Contractor's original proposed solution to the RFP is the Draft Transition Plan to be utilized at the contract's Kick-Off Meeting that is to be held within 10 business days after contract award. (The award process includes processing through the Maryland Board of Public Works and the Department of Budget & Management.)

The Draft Transition plan will be discussed at the Kick-Off Meeting and the Contractor shall submit a final version that encompasses the State's requested changes no later than ten (-10-) business days after the meeting, to the State PM. The State PM must approve the plan prior to the plan being implemented. See Section 3.1.21 for Contract Milestones and Deliverables.

- 3.1.5.1.1 To provide good communication for Transition and the ongoing management of the project, the Contractor shall provide, at the Kick-Off Meeting, Management Contact Information to include: a list of names and contact information for the senior management persons who have the authority to make decisions for the Contractor for each department/division of the Contractor's company that is involved in the provision of Maryland Relay specifically and TRS in general. In addition, the list shall also contain all contact information for key Contractor staff involved in the ongoing management and/or transition of the project. The State reserves the right to contact the staff in these positions, and contact will be at the discretion of the State PM. Any changes in personnel in these positions will be reported in writing to the State PM within 10 days of a change.
- 3.1.5.1.2 The Contractor shall provide, at the Kick-Off Meeting, the State PM a list of all operator numbers (the operator's assigned identification instead of the actual operator's personal name) and the Center in which each operator works. The Contractor shall keep this list current and any changes, additions, or deletions to this list shall be submitted to the State PM within fifteen (-15-) days.
- 3.1.5.2 The Contractor shall include in the Transition Plan a time-line with critical dates for major steps in the implementation process from contract award through full implementation. The Transition Plan documenting the transition from the Incumbent Contractor to the new Contractor's Network shall include, but not be limited to the following:
1. Address all legal regulations and requirements;
 2. Obtain office space, furniture, equipment, telephone and data line;
 3. Transfer and organization of documentation;
 4. Transfer of electronic data, such as User Preference Data;
 5. Establish or terminate contracts for other services;
 6. Enable or disable of logon IDs for the User Preference Database or multiple User preference database;
 7. Train staff and position them for implementation;
 8. Risk analyses and proposed solution(s), and assessment(s) for the transition;
 9. Documentation of the Plan for the Transfer of calls to/from existing Relay Centers;
 10. End-To-End Performance Testing Period (See Section 3.1.5.3.);
 11. Obtain badges from the State Emergency Management Agency or other related entity in any other state where Maryland Relay Calls will be processed (to allow for unrestricted access//travel) during emergencies;
 12. Hardware and/or Software Tools;
 13. Hardware and Software platforms utilized; and
 14. Staff resources and responsibilities to include State Staff responsibilities (as approved by the State PM).

3.1.5.3 End-To-End Performance Test Period.

The end-to-end performance test period will begin during the transition period. The Contractor shall transition services only after obtaining express, written approval from the State PM of a successful Performance Test period. The end-to-end performance test period shall be to test complete business processes as required for the utmost reliability of the Relay Center, and shall include but not be limited to:

1. Testing with existing system applications and services as appropriate;
2. Validate system set-up for transactions and user access;
3. Confirm use of system in performing business processes;
4. Verify performance of business critical functions;
5. Confirm integrity of business/call process, data, services, security, and end-products;
6. Verify all requirements of the RFP have been met;
8. Rate of errors or failures; and
8. Test processes and procedures.

3.1.6 End-of-Contract Transition

3.1.6 End-of-Contract Transition.

- A. The Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State agent. Examples of these activities include a final project-debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.
- B. Near the end of the Contract, at a time requested by the State, the Contractor shall support end-of-contract transition efforts with technical, project, and contract support.
- C. One year prior to the end of the Contract, the Contractor is required to provide a "Transition-Out" plan as an end-of-contract transition prior to the conclusion of the contract awarded as a result of this RFP. This Plan shall document and demonstrate how the Relay Center services and operations will be transferred to a potential new Contractor. The Contractor shall provide technical support to ensure a smooth, effective, reliable transition. The transition plan shall include, but not be limited to the following:
 1. Any Staffing concerns/issues;
 2. Communications between the Contractor and the State PM and CM;
 3. Security and system access: review and closeout as needed;
 4. Any data (User Preference Data), hardware/software and telecommunications requirements (toll free numbers) and setup, other general office needs;
 5. Any final Training/Orientation of State staff or another State agent's staff;
 6. Knowledge transfer;
 7. Completion of tasks and any unfinished work plan items;
 8. Provide for the development and content of a checklist to document the State's readiness to complete transition;

9. Document any risk factors and suggested solutions;
10. Status reporting and meetings.
11. Timing of transition;
12. All documentation and data is current and complete with a hard and soft copy in a format prescribed by the State PM; and
13. Outreach and Advertising Materials (including but not limited to designs, artwork, logos, layouts).

3.1.7 Contractor User Preference Database

The Contractor shall provide and ensure the following:

- 3.1.7.1 The Contractor shall have the ability to accept all User Preference Database information from the previous provider as required in 47 C.F.R. § 64.604 - Mandatory minimum standards. Further, the information shall be transferred in an ASCII delimited format or other format as approved by the State PM.
- 3.1.7.2 The Contractor shall include all information from the previous provider's database including the following non-standard information into their User Preference Database:
 - A) Would you like to receive the Maryland Relay Newsletter?
 - B) Would you like to provide feedback about Maryland Relay once a year?
 - C) Please indicate the best way to contact you. Address, e-mail, or phone, etc.
- 3.1.7.3 The Contractor shall provide a list of all information, by field, collected in their User Preference Database to the State PM on a monthly basis in an electronic text delimited file.
- 3.1.7.4 The Contractor shall agree that the data and record format of the User Preference Database is the property of the State.
- 3.1.7.5 The Contractor shall provide a mechanism to enable any Relay user, at the user's discretion, to enter a Personal Identification Number (PIN) that will access their personal preference information from any phone. The Contractor shall provide the capability to allow the Relay user to change the PIN.

3.1.8 System and Process Requirements

The Contractor shall provide technical and business support and ensure the following:

- 3.1.8.1 Call Type Registration - The Contractor shall have a call recognition method to accurately determine and record the call type of all inbound calls for proper call set-up and for accurate call type reporting.
- 3.1.8.2 Performance Standards - The Contractor's transmission circuits for Standard Telecommunication Relay shall meet or exceed FCC and Inter-exchange Carrier performance standards as stated in 47 CFR §64, subparts F, all other FCC requirements for common carriers, the American National Standards Institute (ANSI) Standards and all applicable industry standards.
- 3.1.8.3 Relay users shall not be required to perform any additional steps or interaction to invoke optional services if he/she has already paid for the optional service offered by the local phone company, on the phone line being used to dial into the Relay Center.

- 3.1.8.4 Any operator service offered shall be technically equivalent and may not be simulated to mimic the local phone company's optional service.
- 3.1.8.5 Startup Equipment and Software -The Contractor's transmission circuits shall meet or exceed FCC Inter-exchange performance standards as stated in 47 CFR §64.1600 for circuit loss and noise. Telecommunications equipment, including station terminals, shall be capable of receiving and transmitting in both Baudot and ASCII codes, and be backwards compatible to TTY devices in service and shall also receive, access, and communicate with computers at any speed available.
- 3.1.8.6 Outbound Volume Control - The Contractor's system shall have the ability to increase the volume on the outbound leg of the call for both the operator's microphone when the operator is voicing, and the outbound line when the Relay user is voicing, as in an HCO call. This control shall be independent of the operator's headset receiver control.
- 3.1.8.7 Auto-switchable Modems - The Contractor shall have modems that are auto-answer and auto-switchable at all available speeds.
- 3.1.8.8 Technology - The Contractor shall provide functionally equivalent technology and support equivalency to all Standard Phone services. These services include Automatic Number Identification (ANI), and other service enhancements which increase the functional equivalency of the Relay Service for all calls, both carried on the provider's network or sent out to inter-exchange carrier (IXC) networks.
- 3.1.8.9 Recorded Announcements for System Failures – Recorded messages are not permissible unless there is system failure. The Contractor shall provide recorded announcements as appropriate if a system failure occurs within the Relay switch or on outbound circuits in both voice and text. The Contractor shall, at the direction of the State PM, add temporary messages to inform users of delays in obtaining service due to events such as, inclement weather, switch malfunction, natural disaster, civil disturbances, or other events sufficient to impeded the delivery of service to Maryland Relay users. Messages shall be provided in both voice and text.
- 3.1.8.10 Regionally Directed Toll Free Numbers - The Contractor shall ensure that Relay users will be able to access regionally directed toll free numbers. These numbers would typically be accessible to the Relay user in his or her calling area. Example: the AAA has a national toll free number. When a call arrives at the AAA call center, it is automatically rerouted to the correct state based on information in the ANI. If the Relay Center ANI is transmitted, the call will be routed to the state where the Relay Center is located which, in the case of Maryland Relay peak period or total failure, may not be the state where the Relay user is located.
- 3.1.8.11 Regionally Restricted Toll Free Numbers - The Contractor shall ensure that regionally restricted toll free numbers will be accessible through their system. Example: If a Maryland Relay user is within Maryland and calls an 800 number that is restricted to intra-state calls, and the call is routed to a remote center, the Contractor shall have the capability of accessing the restricted toll free call regardless of the location where the outbound call is initiated.
- 3.1.8.12 The Project's Service Reliability - The Contractor shall comply with each of the following items:
- A) Switching System – Must have redundancy of equipment and the ability to upgrade system and perform preventative maintenance without taking the system off line.

- B) Redundant Relay Center – If in the event of a complete system shutdown at one of the centers, the Contractor shall have the capability of re-routing calls to other functional centers.
- C) Site Visits - For quality assurance and contract oversight, the Contractor shall allow the State to conduct unannounced site visits to any of the centers that process the State’s relay calls .
- D) Disaster Recovery Plan (DRP) and Escalation – Within ten (10) days of the contract’s Kick-Off Meeting after contract award, the Contractor shall provide the State with a copy of their Disaster Recovery Plan. The DRP shall included at a minimum at least three levels of escalation for 24/7/365(6) emergency personnel and their contact information. Contact information shall be kept current during the life of the contract.

In addition, no later than on an annual basis the DRP shall be periodically reviewed and updated to remain consistent with the DBM’s current DRP.

- E) MEMA Badges – For the Contractor to have unrestricted movement during a declared disaster for the performance of his/her duties at a Maryland Relay Center, the Contractor shall obtain badges from the Maryland Emergency Management Agency (MEMA) and every entity (state or otherwise) where Maryland Relay Calls are processed. Where such permission and/or badging is denied, the Contractor shall document their efforts to establish these emergency permissions.
- F) Notification of Disasters to the State - The State PM shall be notified - within fifteen (15) minutes of any event, which impedes to any degree the access to the Maryland Relay or processing of Maryland Relay calls. The additional contact information will be given to the Contractor at time of award.
- G) Written Report of incident or event relating to a Disaster- A written report shall explain how and when each event occurred, what was required to correct it, and the time and date when the Maryland Relay resumed full operation. The report shall be given to the State PM within two (2) calendar days of resumption of operation.

3.1.8.13 Automatic Spell Check and Auto-Correction - The spell check system used shall include but not be limited to: maximum word storage, ability to adapt to new vocabulary.

- A) The Contractor’s system shall have automatic spell check. A list of words in the system’s spell check dictionary shall be provided to the State PM at the time of award and quarterly thereafter for the life of the contract.
- B) Automatic Change of TTY Abbreviations Upon Request - The Contractor’s system shall have the ability to change any TTY abbreviations used by operators or the Contractor’s system to full words upon request of the customer. Example: Late deafened VCO user is not comfortable with TTY abbreviations and prefers full words.

3.1.8.14 Macros - The Contractor shall submit to the State PM, a complete, detailed list of all macros used or planned to be used by the Contractor’s operations platform. This list is to be submitted to the State PM every three months beginning on the award date of the contract. If any macros are developed during a quarter, all modifications shall be given to the State PM at least one week before implementation.

- 3.1.8.15 Access to Directory Assistance - The Contractor shall provide callers with access to local and long distance directory assistance at a cost rate no greater than the cost rate charged to standard telephone users.
- 3.1.8.16 Use of ANI - Automatic Number Identification (ANI) technology shall be utilized so that no caller is required to provide the originating calling number, except in instances where ANI information is not available from the local phone companies. If the operator does not receive the ANI, the operator will explain to the inbound party the reason for asking for the phone number.
- 3.1.8.17 Access to Carrier of Choice - The Contractor shall provide access to the customer's choice of Inter-LATA (interstate) and Intra-LATA (intrastate) carriers through the Relay Service to the same extent and price such access is provided to standard telephone users in Maryland.
- 3.1.8.17.1 Unless noted otherwise (as in 'E'), within 30 days of contract award, the Contractor shall:
- A. Document and submit methods to be utilized to provide access to the caller's requested carrier.
 - B. Establish and submit a plan to ensure that other carriers will be informed of the steps required to allow their calls to be processed through Maryland Relay.
 - C. Ensure that Relay users can request their carrier of choice either by direct request to the operator or automatically, via the information in the User Database.
 - D. Ensure that a direct request for a carrier of choice shall override the information in the User Database for the initial outbound call and consecutive outbound calls made in conjunction with the inbound call.
 - E. Submit, to the State PM, a plan at the Kick-Off Meeting that will encourage all IXC's and dial-around services operating in Maryland to be available for Maryland Relay calls. Any updates to this plan shall be submitted to the State PM within 15 days of the updates.
- 3.1.8.18 900 or Any Pay Per Calls - The Contractor shall provide access to 900 numbers, and any other pay per call numbers. Any additional inbound lines needed to access pay per call numbers are the responsibility of the Contractor and are not a recoverable expense. Any such lines shall be toll free to ensure that TRS customers are not assessed an additional fee over and above the regular pay-for-call fee for accessing this service.
- 3.1.8.19 Handling of 7-1-1 Calls - Calls to 7-1-1 are to be answered first in voice mode with additional access for all TRS access modes.
- 3.1.8.20 No Branding Of Inbound Phone Lines - There is to be no pre-determined answer sequence based on ANI, whether permanent or temporary, placed on the inbound line unless specifically requested by the user via a User Preference Data Base.
- 3.1.8.21 User Preference Database information shall be available to the operator at the time of connection with the inbound caller.

3.1.9 Access to Maryland Relay Center

The Contractor shall provide technical and business support for the following:

- 3.1.9.1 Access to Maryland Relay Center - The Contractor shall provide that the State PM and/or Department designee(s) on a 24/7/365(6) basis will be given unlimited, unimpeded, physical access to any and all parts of the Relay Center. This will include providing for all badging, security/access codes, etc.
- 3.1.9.2 Access to Business Office by Telephone – The Contractor shall provide and publish the phone number for the Maryland Relay Center. When the phone is answered in the Relay Center business offices, the phone shall be answered, “Maryland Relay Business Office,” or as otherwise directed by the State PM.
- 3.1.9.3 Written Communication - Letterhead used for Maryland Relay business such as customer contact, shall be that of Maryland Relay, not the Contractor’s business letterhead. The Contractor’s name or logo may appear as the provider of Maryland Relay, subject to the prior express, written approval of the State PM, in a smaller font to clearly indicate that it is correspondence from Maryland Relay.

3.1.10 Facility Design and Access

The Contractor shall provide technical and business support for the following:

- 3.1.10.1 Workspace Accommodations for Call Privacy and Confidentiality for any center that processes Maryland Relay Calls - The Contractor shall ensure that the content of a TRS call cannot be overheard by any person participating in another TRS call.
- 3.1.10.2 Access to Communication - All center employees shall have full access to communication (such as Sign-language interpreters) while working in/for the Maryland Relay. All information on the Center floor, all aspects of dealing with Center personnel and Relay customers in the Relay Center, shall be unimpeded. Center staff members, who do not have this ability without special accommodations, shall have the necessary accommodation while working in support of the Maryland Relay Center.
- 3.1.10.3 Conference Room – The Relay Center shall have a conference room that may be scheduled for use by the various user communities at no charge as a public service, as a central point for scheduled Relay Center Tours, or for other uses as required by the TAM office. The conference room shall have seating and tables for the maximum capacity as contained in the Contractor’s proposed solution, an Assistive Listening system, and high-speed Internet access capable of processing video transmission at a rate capable of transmitting sign language.
- 3.1.10.4 Viewing window(s) to see Relay Operations – Viewing windows shall be available for scheduled tours and meetings, etc. Operator stations shall be situated in a manner that prevents viewers from reading the text of relay calls. In addition, the supervisors and management shall have visual access of ongoing operations at all times in order to better facilitate for these services.

3.1.11 Minimum Relay/Staffing Requirements

The Contractor shall provide technical and business support for the following:

3.1.11.1 Minimum Staff Positions in the Maryland Relay Center for the Center's Staff and Management Corporate Assignments - The Contractor shall ensure that all Relay Center management and staff devote 100% of their time to Maryland Relay specific business. If the Contractor requires staff or management to be temporarily dedicated to other tasks, all time not devoted directly to Maryland Relay shall be approved in advance by the State PM, documented and reported to the State PM, and submitted with the Contractor's monthly reports.

All meetings noted as 'monthly meetings' or 'every two week meetings' for staff positions in the following descriptions may be by video with the exception that at minimum, meetings held every other month must be in-person with the State PM in the Baltimore area (at a location designated by the State PM).

The following are positions that the State requires as the Contractor's Staff positions and their responsibilities, at minimum, that are to be utilized on the contract:

- A) Dedicated Outreach Staff Person - shall have the ability to sign fluently to ensure full understanding and communication with deaf users, and possess an understanding of the issues relevant to TTY, hard of hearing, and senior citizen users. This position will work closely with, and under the direction of, the State PM or designee to ensure accurate flow of information between the Maryland Relay and the user communities.

This 'Dedicated Outreach Staff Person' shall provide work in coordination with the State TAM PR Coordinator for Maryland Relay to include but not be limited to support of outreach and advertising. The Contractor shall ensure that this Dedicated Outreach person has sufficient equipment and all other resources including financial, necessary to participate in advertising and outreach for up to two-hundred (200) events per contract year as directed by the State PM. The majority of the events will take place in the Baltimore/Washington area, although the Dedicated Outreach Staff Person shall be prepared to support the contract at any location in Maryland.

The Dedicated Outreach person will be required to attend weekly meetings at the TAM office with the PR coordinator and must attend outreach events and conduct Maryland Relay presentations which may be require work outside of the State's normal business hours.

The Contractor's rate shall be inclusive of this position and shall also include all expenses relating to the position. Expenses for this position (as related to the support of the Stat) under this contract are not further reimbursable. As applicable, the Contractor must provide this person with all accommodations and expenses in order to perform their duties.

This 'Dedicated Outreach Staff Person' must be co-located with the State PM. The current State location is (however, if this should ever change, this position must remain co-located at the State PM's same location): 301 W. Preston Street, Baltimore, MD 21201. Accommodations at the State offices include available: space, desk, routine office supplies, and telephone. See also the Contractor's requirements for adhering to Security measures in Section 3.3.4.

- B) Center Manager -This position, which has full oversight and responsibility for center operations and staff, shall have the responsibility of working with the State PM on contract issues and acting as a point of contact (POC) between the State PM and the Contractor for center specific issues. Shall attend meetings no less than every two weeks at the TAM office or other site as designated by the PM.
- C) Trainer - The Contractor shall provide at least one full time trainer who has first-hand knowledge of the deaf, hard of hearing, and senior citizen communities with the ability to sign fluently. The role of the trainer is to provide technical and cultural training to operators and staff on the step-by-step processing of all call types, standards of use of the TTY in the deaf community, and flow of communication between typed and spoken word. The trainer shall be fluent in ASL. The trainer shall attend no less than monthly meetings at the TAM office or other site as designated by the PM. Meetings may be by video with the exception that at minimum, meetings held every other month must be in-person with the State PM in the Baltimore area (at a location designated by the State PM).
- D) Translator/Interpreter Coordinator - The role of the Translator/Interpreter Coordinator, who is fluent in ASL, ASL gloss, and written English, is to oversee the translator/interpreter(s) on the floor. The Translator/Interpreter Coordinator shall attend no less than monthly meetings at the TAM office or other site as designated by the PM.

The duties for this position will include but not be limited to:

- 1) Monitor interpreter/translator(s);
- 2) Develop and implement ongoing training and testing on a quarterly basis;
- 3) Provide Reports as needed by the State and copies of all tests, and submit to the State CM;
- 4) Develop and provide training for operator/Translator/interpreter teaming in coordination with the relay operator's trainer.
- 5) Contractor shall provide reports to the State related to the number of requests for ASL translation and the training provided to translators/staff/operators. The type, timing, and contents of the reports shall be discussed at the Kick-off meeting. In addition, Attachment 'I-Samples of Reports' holds some information and examples on the type of reports.

- 3.1.11.2 Escalation of issues - Any issues that shall be escalated to, or information provided by, Contractor staff outside the Maryland Relay Center, shall be reported to the State PM along with name and the contact information for persons in the escalation path.
- 3.1.11.3 Recruitment of Persons with Disabilities - The Contractor shall actively recruit persons with disabilities, including individuals who are deaf, hard-of-hearing, speech disabled, Deaf-Blind, or blind. Preference will be given to employing individuals with ASL fluency, Relay Service experience, and experience working within the deaf, hard of hearing and/or speech disabled community.
- 3.1.11.4 Translation/interpretation – In addition to the position noted as 'Translator/Interpreter Coordinator' in '3.1.11.1.D' above, the Contractor shall provide, at a minimum, one full-time

equivalent position for 24/7/365(6) that is fluent in ASL interpretation translation on duty at all times in the operator area of the Relay Center to assist operators who are not certified to perform as an ASL translator/interpreter. ASL 'Translator/interpretation' is the default procedure for all ASL calls inbound or outbound using the Maryland Relay. All calls to Maryland Relay that are recognized as ASL calls by an operator trained to recognize ASL calls, shall be translated/interpreted by a trained Maryland Relay Certified translator/interpreter or operator.

3.1.11.5 Additional Personnel/Contacts not located within the Relay Center – The Contractor shall also provide the following staff:

- A) Account Liaison – At least one liaison to represent the Contractor's company who has full power and authority to ensure compliance of all departments and areas within the Contractor's company. This person shall be senior management level and not located within the Relay Center. The Account Liaison shall be available to the State at any time by phone or in person.
- B) Senior Management Representative for each of the Contractor's departments (examples: Sales, Account Management, Technical, Operations, etc.) that contribute to the provision of Maryland Relay. -- Representatives from each department shall attend quarterly meetings at a minimum at the TAM office or other site as designated by the State PM. The majority of the meetings will take place in the Baltimore/Washington area, although this representative shall be prepared to support the contract at any location in Maryland.

This staff's work time need not be fully dedicated to this contract; however, must be attentive to this contract and be able to respond in a timely and efficient manner as the position title and responsibilities dictate.

3.1.12 Billing Standards and Access

The Contractor shall meet or exceed the following billing standards and access methodology:

- 3.1.12.1 Ask for Carrier of Choice (COC) – If the information is not noted by the user or by the User Preference Database, the Contractor shall ask the Relay user his/her long distance or Intra-LATA toll carrier of choice for each call.
- 3.1.12.2 Handing Off the Call to the Appropriate COC - The Contractor shall be able to pass a call to any carriers available at the Relay Center switch to enable equal access to the relay user's carrier of choice in a functionally and cost equivalent manner.
- 3.1.12.3 Carrier Of Choice Availability - The Contractor must submit a monthly report by the 15th of the month following activity to the State PM listing all carriers with a presence at the Relay Center switch. This list will be posted on the State's Maryland Relay Website for the convenience of relay customers. This report shall be in MS Word format.
- 3.1.12.4 Carrier of Choice Not Available - If the inbound caller's Carrier of Choice is not available, the Contractor shall log the requested carrier and contact via the Maryland Relay. The call may be placed by the Contractor, after asking if the Contractor's long distance or Intra-LATA service is acceptable to the inbound caller. Long distance and toll calls placed and billed by the Relay Contractor through the Relay Service shall be billed to the caller at the Contractor's lowest subscriber rate. Casual user charge, or other additional charges may not apply and shall not be charged to the caller.

- 3.1.12.5 Toll Calls: If a call is free on a direct call, it must be free on a Relay call; conversely, if a call is a toll call on a direct call, the same toll charges must be applied to a relay call.
- 3.1.12.6 Inbound International Calls - The Contractor shall provide international access to calls into Maryland Relay when the inbound caller is outside the United States.
- 3.1.12.7 Land-line Flat Rate Calling Plans - The Contractor shall ensure that a customer having an expanded flat rate calling plan is able to place calls through the Maryland Relay to points within the expanded local calling area without incurring any charge for the call.
- 3.1.12.8 Cellular Flat Rate Calling Plans - The Contractor will ensure that flat rate plans purchased by cellular users accessing Maryland Relay, should be a local call, and do not incur any additional charges. These types of calls are identified by call codes 60, 61, 62, or by users stating that they are on a cell phone.
- 3.1.12.9 Wireless Text Messaging Flat Rate Plans - The Contractor will ensure that flat rate plans purchased by wireless users enable them to access Maryland Relay without incurring any additional charge. This will include, but not be limited to, access to Maryland Relay via text pager, Personal Data Assistant (PDA), or other wireless devices able to initiate and receive text messaging.
- 3.1.12.10 System Billing Process – The Contractor shall provide that call detail record generation will be automated and available for audit and real time monitoring by the Department or its designee.
- 3.1.12.11 Billing Account Codes - The call billing system shall work from account codes equal to the size of the originating telephone number and the terminating telephone number to compute the actual cost. The system shall generate all required billing data on an appropriate media to provide for printing the appropriate rate on the caller's regular telephone bill, so designated as a Relay Center call, and requiring the caller to pay said amount with the caller's regular telephone bill payment. The call billing system shall be automated. Hand written tickets or call records are not acceptable.
- 3.1.12.12 Caller-provided Information - The Contractor may require that a caller provide NPA/NXX type information to identify the caller's local calling area, if that information is not delivered to the Contractor's network to distinguish local calls from toll calls and allow for faster call set-up.
- 3.1.12.13 Billing Record -The billing account record shall contain, but not be limited to, the following information:
 - A) Telephone number or credit/calling card number to be billed (NPA-prefix-line number)
 - B) Originating telephone number (NPA-prefix-line number)
 - C) Terminating telephone number (NPA-prefix-line number)
 - D) Date of call
 - E) Start time: Defined here as the actual time the calling party is initially connected to the called party or to an answering machine at the called party's number, or intercept message for the called number.
 - F) End time: Defined here as the time when either the called party or the calling party hangs up; whichever occurs first.

- G) The Contractor shall be allowed to bill in six (-6-) second increments when measuring call length. If the call goes past a six-second interval, the Contractor shall round up and invoice on the nearest six-second interval. Example: 7 seconds shall be billed as two six-second intervals and 67 seconds shall be billed as twelve (12) six-second intervals.

3.1.13 Service Standards

The Contractor shall provide technical and business support for the following:

- 3.1.13.1 If the Contractor transfers any calls outside the Primary Relay Center, the Contractor shall document the event, to the States' satisfaction, the reason the call was transferred.
- 3.1.13.2 Any such calls that are transferred and not documented, or that lack credible documentation as determined solely and exclusively by the State, shall be subject to Liquidated Damages.
- 3.1.13.3 No restrictions shall be placed on the length or number of calls placed by customers.
- 3.1.13.4 Daily Blockage - The average daily blockage rate for all calls into the Relay Center shall be no greater than P.01. Blockage rate shall be measured by sampling the number of calls being blocked at a minimum of every 30 minutes for each 24-hour period beginning at 12:00 AM (local time). If a call rings or is in queue/hold in excess of 90 seconds, it is to be considered a blocked call.
- 3.1.13.5 Average Speed of Answer (ASA) Requirements:
- A) The Contractor's average daily answer time for 95% of the calls shall be no greater than five (5) seconds over each 24-hour period beginning at 12:01 AM local time.
 - B) Immediately as a call is offered by the LECL and reaches the Maryland Relay Center, the Contractor shall ensure that each call is accepted or a busy signal is returned.
 - C) If for any reason, Maryland Relay calls are transferred to another Center, only the actual Maryland Relay which originated by a call to a MD Relay access number calls may be used in the ASA calculation. Numbers and information not to be used in the ASA calculation include: Maryland Relay calls transferred to another center, the daily Average Speed of Answer for the other center handling the transferred calls, nor any weighted averages.
 - D) Blocked and Abandoned Calls processed at remote locations are subject to the same requirements as in-center calls.
 - E) Only continuous ringing or a busy signal shall be used instead of a recorded message or answer queue on inbound calls.
- 3.1.13.6 ASL Translation/Interpretation - ASL Translation/Interpretation is the default for ASL inbound or outbound users unless otherwise specifically directed by the Relay user.
- 3.1.13.7 Requesting Translator/Interpreter - Either the inbound or outbound caller may request an ASL translation/interpretation.
- 3.1.13.8 Summoning a Translator/Interpreter - The Contractor shall ensure that the translator/interpreter can be summoned electronically directly by an operator without going through a 3rd party in an expeditious and efficient manner from anywhere in the Relay Center.

- 3.1.13.9 Keeping the Parties Informed - Both the inbound and outbound caller shall be kept informed that the translator/interpreter has been summoned, have the right to refuse the translation/interpretation at any time, and be informed of any delays in obtaining a translator/interpreter.
- 3.1.13.10 Refusal of Translator/Interpreter - If either party refuses the translator/interpreter, the operator shall relay that information and any ensuing conversation between the two parties regarding the translation/interpretation.
- 3.1.13.11 Translator/Interpreter Response Time - The Relay Center shall be staffed with sufficient ASL translators/interpreters so that users do not wait more than one (2) minutes for a translator/interpreter.
- 3.1.13.12 Keeping the User Informed of Delays - If a delay is unavoidable due to an unusually high amount of translated/interpreted calls, both parties are to be asked if they would like to proceed without translation. All parties are to be made aware of any and all discussion.
- 3.1.13.13 Reporting Inability or Delays in Obtaining Translator/Interpreter to the Contractor's Department - The State PM shall be informed of all instances of calls proceeding without translation/interpretation because of delay. In addition, all delays in obtaining a translator/interpreter in excess of 90 seconds from time of request will be reported to the State PM within 4 hours along with an explanation of the measures being taken to remedy the situation.
- 3.1.13.14 ASL Translation/Interpretation - An ASL translator/interpreter shall arrive at the operator station and begin processing a call within 120 seconds from time of request. All calls failing to meet this requirement may be assessed liquidated damages as defined in Section 3.1.22.

3.1.14 Complaint Resolution and Maximum Customer Satisfaction

The Contractor shall provide technical and business support for the following:

- 3.1.14.1 The Contractor shall establish and maintain a Customer Service Resolution Center at the primary Maryland Relay Center location. All Maryland Customer Service contact must be directed to this Customer Service Center.
- 3.1.14.2 The Contractor shall maintain a separate 24-hour toll-free Customer Service number for the convenience of all callers. This Customer service number shall be staffed in the primary Maryland Relay Center 24/7/365(6) to provide the highest quality customer service to Maryland Relay Users.

At least one (1) person shall function at all times (24/7/265(6) as a Customer Service representative. While performing this Customer Service function, this individual must perform Customer Service functions (and/or related to) only.

In addition, the Customer Service representative must have completed training specific to Maryland Relay.
- 3.1.14.3 The Contractor's Customer Service Team – shall meet with the PM on a monthly basis to discuss Maryland specific customer complaint issues.
- 3.1.14.4 Complaint Resolution Process for Call Processing and/or Call Processing Personnel: Within thirty (-30-) days of the Kick-Off Meeting, the Contractor shall document in a Complaint Resolution Plan, procedures for collecting and handling complaints, inquiries, and

comments regarding the Contractor's service or personnel as they relate to call processing. The Complaint Resolution Plan is a deliverable and must be approved for the project by the State PM. Any changes after the State's initial acceptance, must have prior express, written approval from the State PM before initiation. The following processes are also to be included in the Complaint Resolution Plan:

- A. If a call is processed in a remote center and either party on the call requests Customer Service or a Supervisor, the call is to be transferred and processed by the primary Maryland Customer Service Center.
- B. Inbound Party Complaint: The Contractor shall ensure that any Relay customer will be able to reach a Supervisor or the Relay Center Customer Service within a maximum time limit of one (-1-) minute while still on line during a Relay call.
- C. Outbound Party Complaint: If the outbound caller states that they wish to speak to a Supervisor, or, in anyway indicates that they wish to register a comment or complaint, the Contractor's system and procedures shall provide that the outbound caller is connected with the Contractor's Supervisor without delay and without time limit. The Contractor's Supervisor must log this comment or complaint.
- D. Customer Information Regarding Complaint Procedure – The Contractor's procedures shall be included in all Contractor outreach material.
- E. Complaint Forwarded to the Department - Complaints are to include customer contact information if given, operator number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution. The State PM is to receive all information received regarding each complaint, not a summary. All complaints and relevant information concerning each complaint are to be forwarded to the Relay Center Manager, a copy kept on file at the Relay Center, and a copy forwarded to the State PM within 24 hours of the complaint.
- F. Multiple Complaints During One Contact – If a relay customer contact contains multiple issues, each issue shall be documented, answered, and tallied individually within the customer complaint report.
- G. Complaints Not Immediately Resolved - Complaints not resolved within 24 hours will have the original complaint and all follow up information included and forwarded to the State PM as the Contractor's follow-up steps occur.
- H. Customer Contact Information - Customers will be asked if they would like to leave contact information in order that a complaint may be followed up in writing. If the customer requests written follow-up, the complaints shall be followed up with a letter to the customer that will clearly indicate the issues reported and steps taken toward resolution, with a copy to the State PM.

3.1.15 Quality Assurance

The Contractor shall provide technical and business support for the following:

- 3.1.15.1 Relay Service Quality Assurance Testing and Evaluation - The Contractor and the State PM will continuously evaluate the quality of Relay service with the objective of

maintaining the service standards established in the RFP and/or by Federal and other State mandate.

- 3.1.15.2** The State or independent evaluator may perform quarterly formal evaluations, which at a minimum will evaluate five-hundred (500) actual Relay test calls. The results of these surveys will be used to evaluate the Contractor's performance no greater than on a quarterly basis. Results that do not meet the requirements of each area, at the minimum value for that area, may be the basis for the State to assess liquidated damages. The Contractor shall cooperate with an independent evaluator selected by the State PM to identify quality issues.
- 3.1.15.2.1** The Contractor's performance will be assessed in the following areas. **The values noted in each area are the minimum values that are acceptable.** The State reserves the right to assess liquidated damages if the State, in its sole and exclusive judgment, determines that the Contractor fails to meet the minimum values as a result of testing for any given period of time, and for any given area.
- A) Spelling Accuracy – An average of 90% of all QA tested calls shall have a spelling accuracy of 95% or better.**
 - B) Verbatim – An average of 90% of QA tested calls shall be relayed verbatim. A sample monthly testing will occur measuring the percentage of calls relayed verbatim.**
 - C) Typing Speed - All QA tested calls shall be relayed at a minimum speed of 60 WPM, which will include spelling accuracy as measured. See 3.1.17.1 A.**
 - D) Keeping user informed of call progress - Measure is at least 85% of the total number of users are kept informed of a call's progress.**
- 3.1.15.3** Contractor's Quality Assurance Plan - The Contractor shall have a Quality Assurance Plan for conducting, quantifying, recording, and scoring on a monthly basis their own separate quality assurance test call results. The State PM will share the standards used in the independent quality assurance testing with the Contractor to ensure consistency of testing. The Contractor shall have a mechanism in place to ensure that the remedies for any issues found during testing will be incorporated into the policies of the Relay Center to improve the quality of service provided by Maryland Relay.
- 3.1.15.4** State Access to Evaluation - The State shall have unlimited access to all phases, documentation and results of the Contractor's evaluation tests calls. The State may share this information and data with State management, auditors, and legislative bodies as necessary for reporting.
- 3.1.15.5** Annual Customer Survey - The Contractor shall conduct an annual customer survey by mail to obtain feedback from users. The State will work with the Contractor to develop a survey to access areas of concern. The survey will be approximately 10 – 15 questions with agree/disagree type answers to obtain quantifiable answers. The State PM must give prior express, written approval to the surveys, prior to their release, and have complete access to all results in summary and detail format.

3.1.16 Customer Confidentiality

The Contractor shall provide the policies or information noted below within thirty (30) days of the Kick-off meeting:

- 3.1.16.1 Written Confidentiality Policy – The Contractor shall have a Confidentiality Policy. A copy of the confidentiality policy shall be provided to users upon request.
- 3.1.16.2 Violation of Confidentiality - The Contractor shall have a policy for reviewing alleged violations of confidentiality. The State PM must give prior express, written approval of this policy. An operator or Supervisor who, after investigation, is found to have violated the confidentiality policy, shall be reprimanded, suspended, or terminated. Automatic termination for a second occurrence shall be imposed.
 - 3.1.16.2.1 All violations shall be reported to the State PM monthly.
- 3.1.16.3 Collection of Confidential Information - The Contractor shall be restricted to collecting only that personal information necessary to provide and bill for the Relay service being rendered. This information shall not be used or shared outside those associated with the State contract for any other purpose.
- 3.1.16.4 Confidential Emergency Information - If a user is in an emergency or life-threatening situation, or causes an emergency situation to exist by threatening the operator or Relay Center, names and specific information may be disclosed by the operator to a Supervisor to expeditiously address the situation.

3.1.17 Operator Standards

The Contractor shall provide support and services that meet the following standards. The Contractor shall document each of the following requirements and/or standards within thirty (-30-) days of the Kick-off meeting unless another timeframe is noted:

- 3.1.17.1 Operator Recruitment - The Contractor shall have employee recruitment and selection procedures, demonstrating that persons already on staff, or to be selected and employed as operators, meet all proficiency requirements as specified in this RFP. Operators shall be able to expeditiously and accurately type a TTY Relay message. This will include, but not to be limited to:
 - A) English Grammar - Basic skills in English grammar are required to be assessed quarterly by grammar tests measuring both auditory and visual typing. Quarterly Results are to be submitted to the State PM. Basic skills in English grammar are to be assessed to a first year of college level. The Contractor shall document its proposed Testing Plan for English Grammar to the State PM for prior express, written approval.
 - B) Understandable Voice - Operators shall be able to speak in a clear, concise, understandable manner. Traditional TRS operators shall be native English speakers to facilitate operator understanding of STS users and understanding of hard-of-hearing users.
 - C) Typing Speed and Accuracy - The Contractor shall require all operators, including trainees during any probation period, to possess a minimum typing speed of sixty words per minute, with a maximum error rate of no greater than five percent (5%) before being allowed to process a Maryland Relay call. The formula to calculate words per minute is:

Five (-5) keystrokes (four alphanumeric characters plus one space) per “word,” requiring three hundred -(300-) keystrokes per minute, to achieve sixty words per minute with a maximum error rate of no greater than five percent (5%).

(Macros that are executed by one function key shall count as one keystroke regardless of the number of alphanumeric characters “attached” to that macro. Similarly, a macro executed with two key strokes shall count for two keystrokes regardless of the number of alphanumeric characters “attached” to that macro.)

- D) Spelling Skill Level - The Contractor shall require that all operators possess spelling skills at a level equivalent to those used in the first year of college. The Contractor shall document its proposed Testing Plan for Spelling Skill Level to the State PM for prior express, written approval.

3.1.17.2 Translation/Interpretation – ASL and Translator/Interpreter Guidelines –

- A) The Contractor shall submit a final version of Translation/Interpretation (ASL) American Sign Language and Translator/Interpreter Guidelines within sixty (-60-) days after the Kick-Off Meeting. For purposes of this RFP and contract, (ASL) ‘American Sign Language’ and ‘Translator/Interpreter Guidelines’ means and must include:
1. That the full and complete context meaning and grammar are translated into the target language; and
 2. ASL gloss should never be voiced word-for-word without meaning and translation.
- B) Verbatim ASL Call - The verbatim interpretation of a call involving the two languages, ASL and English done by a trained, qualified person. As stated below, only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user.
- C) The Operator/Supervisor shall have the ability to recognize the necessity of utilizing an ASL translator/interpreter. ASL is a visual language and does not have a written form nor is the visual language to be voiced in the word order used when voicing. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss should never be voiced in that form. Only a person fluent in both languages is to attempt to voice ASL gloss into spoken English or to type spoken English back to an ASL user in an English structure matching the register of the ASL gloss.
- D) Who Can Translate/Interpret - Only operators/supervisors who have been tested and certified for Maryland Relay Certification by a method that has prior express, written approval from the State PM may do ASL translation/interpretation in any form. All other operators are to call upon an ASL translator/interpreter for assistance.
- E) Maryland Relay Certified: The Contractor shall have testing procedures used to measure the level of the operator’s ability to interpret/translate ASL, the frequency with which this level is tested, and the acceptable scoring range in order to be certified.

1. The Contractor shall submit a copy of the test that they propose to be utilized at the Kick-Off Meeting to the State PM.
2. The translator/interpreter test shall be developed in coordination with interpreting professionals within thirty (30) days of the Kick-Off meeting and have prior express, written approval from the State PM before implementing. Any changes in the testing during the contract period shall be submitted to the State PM.

F) Standard Translators/Interpreters Certification Test Areas for Maryland Relay Certification-

1. The translator/interpreter test shall cover spelling, grammar, typing, dictation, characteristics of ASL (as they may be reflected in the written language of TTY users to the extent that the operator is aware of the need for the ASL translator/interpreter), Deaf culture, ethics, confidentiality, and professional judgment.
2. Minimum Translator/Interpreter Test Requirements - Test questions will not be available to an operator before testing and shall be changed at least annually. Testing the Translator/Interpreter is required at initial certification only.
3. As noted in Section 3.1.10.6, only those operators with Maryland Relay Certification may translate ASL calls.

- 3.1.17.3 Identification of Operator Trainees - Trainees shall be identified to both the voice and TTY customers of a Telecommunications Relay call at the onset of each conversation, mitigating potential for criticism of operator quality.
- 3.1.17.4 Operator Monitoring - The Contractor shall ensure that the supervisor has the capability for remote, silent monitoring of both the Standard Phone and TTY leg of a call being processed by any operator. Watching or listening to actual calls is prohibited except for training or monitoring purposes or other purposes specifically authorized by the FCC, the PSC, the Department, or by this RFP.
 - 3.1.17.4.1 The State PM is to receive monthly reports by the 15th of the month following the month of activity, identifying the issues found during monitoring and the necessary, appropriate, corrective action taken.
- 3.1.17.5 Appropriate Voice Tone and Tempo by Operator - The operator shall use a conversational voice tone and tempo of voice appropriate to the type of call being made when speaking for the TTY user.
- 3.1.17.6 Voice 'Inflection' by Operator - The operator shall utilize the voice inflexion cue typed by the TTY user instead of voicing the actual cue word. Example: The word "smile" should not be voiced, the voice tone should indicate a "smile in the voice."
- 3.1.17.7 Change of Voice User During a Call - Operators shall indicate to the Relay user if another speaking person comes on the line.
- 3.1.17.8 Keep the User Informed - Operators shall keep the TTY user fully aware of the non-TTY user's tone of voice and inflection. For example, the operator can type in parentheses that a person is (being rude), (yelling), (laughing), (crying), or other characteristics of behavior. Background noise that the operator hears will be relayed. The operator will use terms to

identify voice characteristics by typing statements like, (sounds angry), (sounds rude), (sounds impatient), etc.

- 3.1.17.9 Call Status - Operators shall keep the user informed of the status of the call, i.e. (dialing), (ringing), (busy), (disconnected), or (on hold) (transferring to billing department). Operator shall maintain contact with the caller during a hold period, for the purpose of receiving instructions from the caller such as hang up and dial again, or hang up and call another number.
- 3.1.17.10 Users Control - The operator shall allow the Relay user to have the option of telling the operator what aspects of the call (s)he will handle. For example, the TTY user may request to introduce Relay Services to the called party rather than have the operator do it.
- 3.1.17.11 Explanation of Relay to a User -
 - A) Standardized Explanation - The Contractor shall have standard explanations of the various types of Relay calls that will be used by all operators, as needed.
 - B) When the operator needs to explain the Relay to a Standard Phone user, the operator shall type (explaining Relay) for the benefit of the Relay user. Conversely, when the operator needs to explain Relay to a Relay user, the operator will inform the Standard Phone user that an explanation is taking place.
- 3.1.17.12 Redials on Busy Signal - Operators, if requested by the caller, shall permit up to one-thousand (1,000) re-dials, or up to thirty (30) minutes re-dialing to a busy number. The caller will not be required to give calling information each time. This is to include, but not be limited to, local calls, phone debit card calls, and long distance calls.
- 3.1.17.13 Comments to the Operator - All comments directed to either party by the operator shall be relayed. These comments shall be typed in parentheses, for example, (Will you accept a collect call?) All comments directed to the operator by either party shall also be relayed, for example, (Yes, I'll accept the collect call.)
- 3.1.17.14 Operator Conversations With Users - The operator shall not have side conversations with the Standard Phone or TTY users that are not available to both parties.
- 3.1.17.15 Operator Participation in Calls - The operator shall never become an active participant in a call by giving opinions, suggestions, or answers to questions posed by either the TTY user or Standard Phone user.
- 3.1.17.16 Use of Third Person - If either party uses the third person form of speech, the operator shall relay the statement in the third person.

3.1.18 Operator Training

The Contractor shall provide support and services that meet the following standards. The Contractor shall document each of the following requirements and/or standards within thirty (30) days of the Kick-off meeting, unless another timeframe is noted.

In addition, all reports that require a monthly submission are due by the 15th of the month, following the month of activity.

- 3.1.18.1 Staff Training Plan - The Contractor shall submit a staff-training plan indicating training topics and time frames, a copy of training materials used, and a list of individuals and/or

organizations assisting with the training, along with a list of staff that have completed the training.

- 3.1.18.2 Training Schedule - The State PM shall be provided with a schedule of all training and may monitor training without prior notice.
- 3.1.18.3 Specialized Training – In addition to training for new staff referenced in Section 3.1.18.7.S, a minimum of an additional twenty (-20-) hours of specialized/cultural training during each year of the contract shall be given to all staff members working in any position in the Relay Center. This training shall be provided by experts from the deaf, hard of hearing, deaf-blind, and speech disabled communities in the field of language interpreting, ASL, Deaf culture, and speech disability. Preference shall be given to trainers who are representative of the above-mentioned groups. The Contractor shall ensure that all staff members working in any position in the Relay Center receive this training.
- 3.1.18.4 Operator Participation in Outreach - Each operator shall participate in a minimum of one event per year, during each year of the contract, in conjunction with the Maryland Relay Outreach as part of his or her training. An operations staff person in coordination with the Contractor's public relations person assigned to outreach shall coordinate scheduling of these events with the State PM. The Contractor shall provide a monthly report of operator participation, which will include, but not be limited to, operator name, date, event, description of operator interaction and how it relates to the Maryland Relay.
- 3.1.18.5 Operator Training on Using an ASL Translator/Interpreter - The Contractor shall train operators as to the appropriate time and situation to obtain an ASL translator/interpreter, who may handle ASL translation/interpretation, and how to identify ASL gloss.
- 3.1.18.6 Probation Period After Training - Operators who are hired shall serve a probationary period of at least 90 days with the continuation of their employment contingent upon performance judged to be satisfactory or better. During this time, the operator shall identify himself or herself as an operator in training.
- 3.1.18.7 Training Procedures for Relaying Communication - The Contractor shall ensure that every operator is trained in, and will adhere to, the following procedures for all Maryland Relay calls:
 - A) User Control of Call - The Relay user is in control of the call. The Relay operator shall follow the Relay user's instructions for all calls.
 - B) Accuracy of Information in a Relay Call -Operators shall convey the full content, context, and intent of the communication they relay. For instance, the Operator may not summarize, paraphrase, add, or change the content of the call unless requested otherwise by a user. Example: "I know what the answering machine message says, just let me know when to leave my message."
 - C) Error Correction - Operators shall continue in a forward direction by typing xx (common TTY convention for error) and retyping the word, rather than using the backspace key to correct typing errors.
 - D) Verify Spelling - Operators shall verify spelling of proper nouns, numbers, and addresses, which frequently have alternate spellings, that are spoken. Example: To voice user: "is that name E-U-T-A-W, or, U-T-A-H Street?" If the TTY user has typed a name or address, the operator is not to verify that information again, unless, the request is made by

the hearing user. Either user has the right to decline spelling verification on individual calls or in their Customer Preference Database record.

- E) Operator Number and Gender - A Relay user shall be given the operator's identifying number and gender at the beginning and end of the Relay call and informed if there is a change of operator during the call. Upon request of either side of the call, the operator will be switched. The operator may not request an explanation for the requested switch of operators.
- F) Operators Will Not Drop Inbound or Outbound Caller if a Supervisor is Requested - The operator will stay on the line until both parties have terminated the call. If the called party wishes to speak to a supervisor, the operator is to hold onto the call while contacting a Supervisor and resolving a customer concern even if the inbound party has disconnected.
- G) Obscenity - Contractor shall have a plan to ensure that the following requirements are met:
 - 1) Value Judgments - Operators shall not make a value judgment on the profanity, obscenity or legality of any messages.
 - 2) Part of a Conversation - Obscenity included in the conversation between the inbound and outbound parties, even if it is referring to an operator, shall not be construed as obscenity directed at the operator.
 - 3) Escalation - Escalation procedures for Obscenity/Abuse shall be in place.
 - 4) Transfer Of Call To A Supervisor - It is acceptable to transfer callers to a supervisor when obscenities are directed toward the operator.
- H) Caller's Name Not Required - Callers shall not be required to give their full names or the full name of the party they are calling. This information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). If a full name would facilitate the call, the operator may ask for that information and explain the purpose for doing so. However, the operator shall not refuse to process a call if the caller refuses to give full names.
- I) Answering Machines - Operators will leave messages on answering machines or other voice processing systems if the Standard Phone or TTY caller activates one while making the call. The Contractor shall document their procedures for fulfilling these requirements, including the following steps:
 - 1) Keep Caller Informed - The operator shall inform the caller when an answering machine has been reached, and will transmit to the caller the full content of the outgoing message, unless otherwise directed by the caller.
 - 2) Ask to Leave a Message - The operator shall ask the caller if the caller wishes to leave a message.
 - 3) Messages Left on Machine - The operator shall relay the caller's complete message to the machine, either by voice or by TTY. If the caller instructs the operator to leave a TTY message on a voice answering machine, or if an answering machine has both voice and a TTY outgoing message, the operator will leave the message as instructed.
 - 4) Message Confirmation - The operator shall confirm to the caller that the message has been left.

- 5) No Charge for Redials - The caller shall only be charged for one call (the first call) regardless of the number of re-dials required to capture the full outgoing message and to leave a message.
 - 6) Message Retrieval - Operators shall retrieve messages from voice processing systems (answering machines, voice mail, etc.) and relay a TTY message to a Standard Phone user or a voice message to a TTY user.
 - 7) Retrieval Procedures - The Contractor shall ensure the ability to retrieve messages from answering machines at the same location or from remote location answering machines.
 - 8) Retrieval Access Codes - Retrieval procedures shall include methods for obtaining any necessary system access codes from the user and equipment required by the Relay user to access this feature.
- J) Same Protocol Release - i.e., FAX on demand on a Relay call – The operator shall release a Relay call if a relay user reaches a person using the same protocol or call type that will be accepted instead of the user mode originally called. Relay users will not have to re-dial a number to leave a message, receive FAX on demand at the end of a conversation, or continue the call with an acceptable (to the caller) replacement using like phone equipment.
- K) Training Procedures for Emergency Calls Handled by Remote Center - The Contractor shall have a mechanism in place to ensure uniform procedures that will be maintained during the call distribution process in the event that calls shall be temporarily transferred to a non-Maryland Center during an emergency situation. This process will include, but will not be limited to, the process in place to ensure the immediate access to, and updating of, correct PSAP information and the correlation of the inbound NPA/NXX/XXXX to the corresponding PSAP in Maryland.
- L) Operator Monitoring for Training Purposes - Operators shall be monitored during training and on a monthly basis, to ensure that proper procedures are being followed by the operator and that calls are being relayed appropriately. Observing or listening to actual calls by anyone other than the Relay operator is prohibited except for training or monitoring (by Supervisors or the Contact Manager) purposes.
- M) Operator Counseling - The Contractor is required to ensure that a counseling and support program that will help operators deal with the emotional aspects of relaying calls is in place.
- N) Operator Identification - Relay system operators shall immediately identify themselves when answering a call by using the macro that states MD Relay OPR XXXX (F or M) where XXXX indicates the number assigned to that operator and the letters F or M indicate the operator's gender. The operator shall voice this information to any user who receives information by auditory means. Operator Identification is to be provided at the beginning and end of each call.
- O) Operator Policies and Procedures Manual - Upon award of contract, the Contractor shall provide the State PM within fifteen (-15-) days of the Kick-Off Meeting a complete Operator Policies and Procedures Manual that shall include, but not be limited to, references to confidentiality, handling of emergency and crisis calls, consequences of non-compliance with policies and functions of a Relay operator. Updates to the manual

shall be given to the State PM for prior express, written approval no less than ten (-10-) business days prior to the required update time.

- P) Emergency Policy and Procedures - The Contractor shall have in place a policy for handling the emergency and hotline calls that it receives. The Contractor shall provide a written copy of any changes to emergency procedures to the State PM for prior express, written approval no less than fifteen (-15-) days prior to the targeted implementation of the change in such procedures. Procedures shall be approved by the State PM prior to implementation. The policy, which shall be approved by the State PM, is to include, but is not limited to:
- 1) ANI/ALI - The Contractor shall have the ability to receive the call information digits from the inbound caller, store the information digits, and send it out on the outbound call in a manner that will enable the PSAP to use the information to obtain the name, address, and location of the inbound caller without input from the operator.
 - 2) Change of Operators - Only a supervisor, who has been involved in the entire call, may replace an operator during a 9-1-1 call.
 - 3) Call Forms for 9-1-1 Calls - All forms used by operators and/or supervisors in relation to 9-1-1 calls shall be included in the policy documentation.
 - 4) The policy shall include procedures for referring callers to emergency services and numbers other than 9-1-1 (i.e. suicide prevention or crisis hot-line.) This policy must demonstrate how the ANI is passed to the most appropriate PSAP.
- Q) Training for Hot-line Calls - The Contractor shall develop and document procedures in coordination with the State to ensure that hot line and emergency policies and procedures meet the State's standards. All hot line and emergency procedures shall be approved by the State PM before implementation.
- R) Public Safety Answering Point (PSAP) Verification - The Contractor shall verify that all Maryland PSAP numbers have been tested to ensure the accuracy of the Maryland Relay Center list at a minimum of every 6 months or at any time changes are made to the list.
- S) Disability Awareness - New Relay Center staff, including management, shall receive training in disability issues, ASL, Deaf culture, hard of hearing issues, speech disabilities, diversity issues, ethics, and confidentiality. The Contractor shall provide the State PM a copy of the training materials, personnel trained, dates and hours of training upon request.
- T) Training Materials - The Contractor shall provide to the State PM a copy of all training materials, manuals, and requirements pertaining to Traditional Relay features as well as the additional training materials provided to STS operators. All subsequent updates to these documents will be submitted to the State PM for prior express, written approval no less than fifteen (-15-) days prior to the time they are to be incorporated.

3.1.19 Project Meetings and Reporting

The Contractor shall support and attend meetings with appropriate Contractor's resources and key staff as requested.

All meetings may be by video with the exception that at minimum, meetings held every other month must be in-person with the State PM in the Baltimore area (at a location designated by the State PM). If any requirement in this Section is stated otherwise, the Contractor shall request prior approval for video meetings from the State PM.

All reports that are noted to be due ‘monthly,’ are due by the 15th of the month following the month of service activity. In addition, all reports cannot be a ‘read only type’ format as the State staff must be able to manipulate the data if necessary.

3.1.19.1 Meeting Requirements - The Contractor shall meet with State staff every two weeks, or as otherwise arranged by the State PM. The Center Operations Manager, the designated Account Manager, Account Liaison, Contractor’s subcontractors shall attend these meetings, and other Contractor personnel as required by the State PM to address specific issues.

3.1.19.2 Reporting Requirements - Reports requested by the State shall refer to Maryland Relay activities of one calendar month unless requested otherwise. Reports shall be provided to the State PM in hard copy format, plus one set on CD-ROM using Microsoft Office products or other State acceptable format. All reports shall become the property of the State, e.g., not copyrighted by the Contractor, and shall become public record with exception to reports containing confidential information. If the ‘confidential information’ is information that the Contractor feels is proprietary, then that information must be marked accordingly. The State will subsequently review the information to see if they are in agreement.

In addition to periodic, ad hoc or other reports as requested by the State, the Contractor shall provide the reports shown below, which shall be presented in both tabular and graphic format, unless otherwise approved by the State PM. The State PM may modify the required report formats at any time.

3.1.19.3 Additional Reports:

The Contractor shall provide for technical and business support to the State upon the State’s request for up to fifty additional reports (over and above the Reports noted in 3.1.19.4 and 3.1.19.4.1 below) over the life of the contract. This is for entirely new reports other than those shown below. As with the known reports required in the next section, the Contractor shall provide the State with professional interpretation, analysis and explanation of any reports provided. Within two months of award, the Contractor shall meet with the State PM to determine types of data available for reporting purposes to set up any additional regular monthly reports required.

3.1.19.3.1 Technical and Business Support to Ad-Hoc Reporting: As noted in Section 3.1.19.4.1.E. below, the Contractor shall provide the State the ability to perform ad-hoc reporting on the platforms and applications used by the Contractor in their reporting. However, any further Technical and Business support required for assisting the State in this ad-hoc reporting shall fall under the requirements of ‘Additional Reports.’

3.1.19.4 Required Monthly Reports:

The Contractor shall provide for technical and business support to the State for the known reports as documented below. This support includes debugging or re-formatting of the reports shown below to the State’s satisfaction. As with the new addition reports noted in 3.1.19.3, the Contractor shall provide the State with professional interpretation, analysis and explanation of any reports provided. During the first two months of contract award, the Contractor shall meet with the State PM to determine types of data available for reporting purposes, and to discuss format and timing of the reports.

- A) Quality Measurement Results - Quality assurance evaluations, surveys, monitoring, or other quality measurement tools, as required in this RFP, within 15 days of completion.
- B) Complaint Summary Reports - The Contractor shall provide monthly reports, summarizing complaints received, subject of each complaint, and a description of how each complaint was or will be resolved. In addition to the detailed report, there shall be a narrative report that will be consolidated and used by the State and filed annually with the FCC. The Contractor shall work with the State PM to ensure that the Contractor Summary Report is in the format filed with the FCC by the Department.
- C) Operator Participation in Outreach - The Contractor shall provide a monthly report of operator participation, which will include, but not be limited to, operator name, date, event, description of operator interaction and how it relates to the Maryland Relay.
- D) Daily Delayed Calls Report - Number of calls and time answered or abandoned in 5 second increments beginning with 5 seconds through 90+ seconds for all calls offered (including Abandoned Calls) to the Contractor's switch. This shall include any calls that may, for any reason, be transferred and handled by another center.
- E) Violation of Confidentiality – Lists operators or supervisors who, after investigation, are found to have violated the confidentiality policy. The report should include, but may not be limited to: the operator identification, date and time of violation, nature of violation and the action taken.
- F) Operator Monitoring - Identifying the issues found during both operator, side by side monitoring and silent monitoring. The report is to show issues and the corrective action taken.
- G) Monthly Training Reports - The State PM is to receive monthly written reports on operator training and activities.
- H) Traffic Reports – See Attachment I for samples of the following reports:
 - 1) All Calls Distribution
 - 2) Answer Performance
 - 3) Daily Report
 - 4) Daily Inbound Call Access
 - 5) Call Access
 - 6) Outbound Calls and Minutes
- I) Calls to MD Relay Access Number – List of all calls made to a MD Relay Access number.
- J) STS (Speech-To-Speech Testing Report - Results of all STS tests to the State PM on a monthly basis.
- K) Calls Transferred Out of the Maryland Relay Center – All occurrences and the reason for all calls being transferred out of the Maryland Relay Center to another Relay Center.

3.1.19.4.1 Miscellaneous Required Reports

- A) Annual Report - The Contractor shall submit an annual report summarizing operations for the calendar year with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance, and traffic projections for future

years. The annual report shall be due within 45 calendar days of the end of the calendar year.

- B) Macros Report (Quarterly) - At time of award, the Contractor shall provide to the State PM, a complete, detailed list of all macros used or planned to be used. This list is to be submitted to the State PM every quarter beginning with the award date of the Contract. If any macros are developed during a quarter, all modifications shall be given to the State PM at least one week before implementation.
- C) Reporting Carriers Contacted (Quarterly) -Beginning at the time of award and quarterly thereafter:
 - 1) List of all carriers contacted, the Point of Contact (POC) for the carrier, and the status of the carrier's availability/accessibility via Maryland Relay.
 - 2) A separate report is to indicate the carriers who refuse to comply along with a POC, which will be forwarded by the Department to the Maryland Public Service Commission (PSC) and the FCC for facility-based carriers or non facility-based carriers.
- D) Public Safety Answering Point (PSAP) Verification Report- Listing of all PSAP phone numbers, verifying that all Maryland PSAP numbers have been tested to ensure the accuracy of the Maryland Relay Center list at a minimum of every 6 months or at any time changes are made to the list.
 - 1) Call Forms for 9-1-1 Calls - All forms used by operators and/or supervisors in relation to 9-1-1 calls shall be included in the policy documentation with a monthly copy provided to the State PM.
 - 2) The Contractor shall submit a monthly report to the State PM that will include the number of calls to 9-1-1 via the Maryland Relay. This report shall detail any problems in contacting the appropriate 9-1-1 Center.
 - 3) The Contractor shall provide, on a monthly basis, a report generated from the Contractor's platform indicating the inbound number, outbound PSAP number, time, date, and operator number. See No. 6 below. This is a separate report than No. 6, if a call goes through a TRS platform.
 - 4) Remote Call Center PSAP Report - All remote sites that handle Maryland calls shall follow the Maryland verification procedures. A separate monthly verification report will be required from each of the remote locations that handle Maryland Relay 9-1-1 calls.
 - 5) 9-1-1 Supervisor Assist Report - The Contractor shall submit a monthly log filled out by the floor supervisors, which includes number of calls to 9-1-1 via the Maryland Relay and the name of the supervisor assisting the operator on this call. This report shall detail any problems in contacting the appropriate 9-1-1 center.
 - 6) Out-dial to PSAP Report - The Contractor shall provide, on a monthly basis, a report generated from the Contractor's platform indicating the inbound number, outbound PSAP number, time, date, and operator number. See No. 3 above. This is a separate report than No. 3, if a call goes through a TRS platform.
- E) Ability for Ad-Hoc Reporting: The Contractor shall provide the ability to the State to perform Ad-Hoc reporting. The State PM must give prior express, written approval for each State end-user request for Ad-Hoc Reporting. If additional technical and business

support is required by the State for the Ad-Hoc reporting, then the Contractor's effort will be a part of the support as noted in Section 3.1.19.3.1-Technical and Business Support to Ad-Hoc Reporting above.

3.1.20 Deliverables Acceptance Criteria Process

The Contractor shall present deliverables upon completion, to the State PM for review, any testing, and acceptance.

The Contractor shall memorialize each delivery in a Delivery Confirmation, which sets forth the nature and condition of the deliverable(s), the medium of delivery, and the date of its/their delivery.

The State PM shall countersign such Receipt of Deliverable Form (Attachment J) for delivery confirmation to indicate receipt of the contents described therein.

The State CM shall commence acceptance testing or reviews following receipt of the deliverables. Upon completion of such testing, the State CM shall issue to the Contractor notice of acceptance or rejection of the deliverables.

In the event of rejection, the Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible. If an item is not accepted within 10 business days, unless otherwise specified in this RFP, by the State PM, then Contractor must notify the State PM in writing of the risk associated with the delay. Follow-on project items may not continue until a deliverable is determined to be satisfied, as indicated in writing by the State PM by either acceptance, or waiver of condition associated with the deliverable.

3.1.21 Contract Milestones/Deliverables

The Contractor shall prepare a Work Breakdown Structure (WBS) using Microsoft Project as part of its Project Management Plan and methodology explanation. This must provide a detailed work plan with milestones and associated deliverables and project work effort to accomplish each milestone, unless otherwise specified.

The Contractor should refer to the Maryland System Development Life Cycle document for the format of the deliverables (See www.dbm.maryland.gov, keyword SDLC). Any changes to the WBS shall have express, written approval by the State PM.

Below is an example of the Milestone/Deliverable chart that would capture the project's Milestones and Deliverables. Any exclusions from this chart for deliverables noted elsewhere in the RFP by the State would be inadvertent. The Contractor is fully responsible for all deliverables and requirements noted in the RFP, and as contracted.

<i>Milestones</i>	<i>Deliverables</i>
I. Project Initiation Milestone	
a. Kick-Off Meeting	1. Initial meeting with DBM management to understand and communicate timeline, requirements and transfer documentation.

	<ol style="list-style-type: none"> 2. Update Project Management Plan as required (See I-b below). 3. Update of Transition Plan as submitted in the proposal with Final Transition Plan due within 10 business days. 4. Draft Translation/Interpretation test, with Final Translation/Interpretation test due within 30 days after Kickoff Meeting 5. Training Materials and manuals for Traditional Relay Features and Operators 6. Training Plan 7. Training Schedule 8. Training Procedures for Emergency Calls Handled by Remote Centers 9. Emergency Policy and Procedures 10. Training for Hot-line Calls 11. Public Safety Answering Point (PSAP) Verification 12. Complaint Resolution Process 13. Operator Policies and Procedures Manual shall be submitted 15 days after Kick-Off Meeting
b. Project Management Plan (PMP)	<ol style="list-style-type: none"> 1. WBS demonstrating Project Plan and Methodology to include Milestones, Deliverables, and individual important project tasks, Gantt Chart, Resources to include Staffing Plan, Risk Management, and Contract Management. 2. Communication and Contact Plan (to include Contingency Communication and Contact Plan with detailed information.) 3. The draft PMP shall be provided at the Kick-Off Meeting. 4. The final PMP shall be provided within 10 business days after the Kick-Off Meeting.
II. Transition and Setup Milestone	<p>TRANSITION PREPARATION AND DELIVERABLES MUST BE COMPLETED NO LATER THAN APRIL 30, 2007, WITH COMPLETE CUTOVER ABILITY FROM INCUMBENT BY JUNE 1, 2007.</p>
	<ol style="list-style-type: none"> 1. Draft Transition and Setup Plan submitted with proposal. 2. H/W, S/W, and Telecommunication Setup. 3. Create Security identification(s), Security Access and Update System Administration. 4. Operations Readiness Implementation Plan. 5. Establish TSP Level 3 which is applicable to the new center and/or document the current TSP Level 3 that is current in the primary center. 6. Obtain badges from MEMA/Local Emergency Management 7. Initial facility walk-thru for DBM.

	<ul style="list-style-type: none"> 8. Quality Assurance for Business Process Plan. 9. Operations Readiness Implementation Plan. 10. Training/Orientation Plan. 11. System Output and Support Plan to include business requirements procedures. 12. Integration or Migration Plan (as required). 13. End-to-End Performance Testing 14. Final Transition and Setup Plan shall be provided within 10 days after Kick-Off Meeting. 15. Within 20 days after Kick-Off Meeting – Disaster Recovery Plan and Escalation shall be provided. 16. Within 30 days after the Kick-off meeting- Documentation for Operator Training, etc.
III. Quality Assurance Testing	<ul style="list-style-type: none"> 1. Translation/Interpretation – (ASL) American Sign Language and Translator/Interpreter Guidelines shall be submitted 60 days after Kick-Off Meeting. 2. Monthly Quality Assurance Testing by Contractor. 3. Quarterly Quality Assurance Testing by State. 4. Updates to Contractor’s Quality Assurance Testing Process shall be submitted throughout the term of the Contract. 5. Annual Customer Survey.
IV. Testing of Emergency Shutdown & Evacuation of Relay Center	<ul style="list-style-type: none"> 1. A Security Plan that is inclusive of Facility/Physical security, Disaster Recovery Plan, backups, and System Security. 2. Final version of Disaster Recovery Plan to be submitted 10 days after Kick-Off Meeting. 3. Annual Testing of Emergency Shutdown & Evacuation of Relay Center.
V. Ongoing: Invoicing/Meetings/Reporting, etc. Note: Any note as to ‘bi-weekly’ means ‘every two weeks.’	<ul style="list-style-type: none"> 1. Monthly Invoicing – 2. Outreach and Advertising – Weekly Meetings with Dedicated Outreach/Public Relations Position at no less than weekly and Center Manager no less than every two weeks. 3. Documentation of all customer complaints within 24 hours (ongoing). 4. Technical and business support to meetings and reporting as requested. 5. Status Meetings: every two weeks, monthly, Quarterly, and Annually (with surveys and reports as applicable) for the position, or less often as requested by the State PM . 6. Written Customer Complaint follow-up. 7. Required Monthly Reports - Examples: <ul style="list-style-type: none"> a)The percentage and the number of calls per day of Maryland Relay calls not processed by the primary center shall be reported on a monthly basis to the State PM (with

	<p>the name of the report as ‘Calls Processed Outside Primary Center Per Day’).</p> <p>b) Staff time not devoted to MD Relay, etc.</p> <p>8. Other Required Reports -.Examples: For the life of the contract, all new Speech-To-Speech operators will be tested prior to beginning processing Speech-To-Speech calls; and Section 3.19 refers to reporting requirements.</p>
VI. Ongoing throughout Contract –	<ol style="list-style-type: none"> 1. Changes to Emergency Procedures. 2. Upgrade Plan for Network Standards and QoS. 3. Updates to Training Plans. 4. Written Report of Disaster incident or event. 5. Escalation of issues report. 6. Notification of Disaster to the State (within 15 minutes of any event) with written report of incident or event relating to a Disaster within 2 days of resumption of service. 7. Complaints Report. 8. Updates to Training Materials. 9. Training Schedule. 10. Updates to Training Procedures for Emergency Call.
VII. End-of-Contract Transition	<ol style="list-style-type: none"> 1. Transition Plan for Transition to State or State Agent. 2. Transition Support as Required

3.1.22 Liquidated Damages

It is critical to the success of the State’s relay programs that the TRS service for Maryland’s hearing and speech disabled citizens be maintained in accordance with the terms and conditions provided herein. It is also critical to the success of the State’s program that the Contractor operates in an extremely reliable manner.

Reliability of the service of the Contractor is of the essence. Anything that would affect reliability for services or any other contracted activity or system, must be minimized by prompt response and corrective action within the time specified below for the detection of a problem by either the DBM Contract Manager or the Contractor. If the Contractor fails to provide the requested services within the time specified below in 3.1.22.1, then the State may assess liquidated damages as provided below in the following amounts.

The Contractor may not be assessed liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor, provided however that the Contractor notifies the State of such circumstances and the State determines the event was beyond the control and with out fault or negligence of the Contractor. This liquidated damages compensation will be for delay related costs

only. The Contractor may remain liable for other non-delay costs actually incurred by the State such as, by way of example only, excess procurement costs in the event the Contract is terminated for cause and must be re-competed by the State or awarded to another Contractor.

3.1.22.1 Liquidated Damage Rates:

- A) Transition - The Contractor shall transition service as specified in Section 3.1.5. The Contractor may be assessed liquidated damages at rates equal to the cost of continuance of service by the incumbent Contractor for delays in transition of Relay Service.

It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service on provision of services to the State and its citizens. The State and the Contractor, therefore, presume that in the event of any such delay, the amount of damage which may be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

- B) Daily Average Speed of Answer (ASA) – The Contractor shall meet the daily ASA requirements as defined in Section 3.1.13.5. Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month, for each call in violation of the daily ASA, for its failure to meet this requirement.
- C) Daily Blockage – The Contractor shall meet the Daily Blockage requirement as defined in Section 3.1.13.4. For each call for which the busy signal requirement is not met or the inbound caller waits longer than 90 seconds before the call is delivered to the operator station, the Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month for each call in violation of the Daily Blockage.
- D) Calls Transferred Out of the Maryland Center – The Contractor shall meet the requirement of calls to be handled in the Maryland Relay Center as defined in section 3.1.3.4. Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month for each call in violation.
- E) Verbatim – The Contractor shall meet the requirement of calls that shall be relayed verbatim as defined in section 3.1.15.2.1. A sample monthly testing may occur measuring the percentage of calls relayed verbatim. All Quality Assurance tested calls less than 90% may result in Contractor being assessed liquidated damages at the rate of the average session minutes per month for each call multiplied by the cost per minute for that month.
- F) Spelling Accuracy - The Contractor shall meet the requirement that calls relayed shall be accurate as defined in section 3.1.15.2.1. A. A sample monthly testing may occur measuring the percentage of calls relayed accurately. All Quality Assurance tested calls in excess of the 5% allowable error rate may result in the Contractor being assessed

liquidated damages at the rate of the average length of call for that month's bill multiplied by the cost per minute for that month.

- G) Typing Speed - The Contractor shall meet the typing speed requirement as defined in section 3.1.15.2.1 C. All Quality Assurance tested calls in excess of the allowable error rate may result in the Contractor being assessed liquidated damages at the rate of the average length of call for that month's bill multiplied by the cost per minute for that month.
- H) ASL Translation/Interpretation – The Contractor shall meet the requirement of an ASL translator/interpreter arriving at the operator station and beginning to assist users as defined in Section 3.1.13.11. Contractor may be assessed liquidated damages at the rate of the average length of call for that month's bill multiplied by the cost per minute for that month for all calls failing to meet this requirement.

[FUNCTIONAL AREA II – CAPTIONED TELEPHONE SERVICES]

3.2 Functional Area II – Captioned Telephone Services

The Contractor is fully responsible for all requirements in Section 3.2-Functional Area II-Captioned Telephone Services of this RFP, as well as the requirements of Section 3.3 for General Project Requirements.

3.2.1 Purpose

3.2.1.1 Contractor shall provide Captioned Telephone Service that shall meet all provisions of Federal Communication Commissions CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003, with the exception of the following current FCC waivers which include:

- 1) Speech-to-Speech (STS)
- 2) Hearing Carryover (HCO)
- 3) Communications Assistants Requirements:
 - a. Interpretation of typewritten ASL
 - b. Oral to type tests
 - c. Not refusing single or sequential calls
 - d. Gender preferences
- 4) Interrupt functionality
- 5) Call release
- 6) ASCII and Baudot Format

3.2.2 Background

Maryland is the fifth largest relay service in the country behind California, Texas, New York, and Florida. On a per-capita basis, Maryland is ranked first among all State relay systems in the nation. Maryland provided Speech-to-Speech Relay 3 ½ years before it was mandated by the FCC.

On February 15, 2002, DBM awarded a sole source contract to CapTel, Inc. of Madison, WI, to provide patented CapTel phone relay service for the hearing impaired citizens of Maryland on a trial basis. The CapTel technology is designed for those hearing impaired individuals who have understandable speech but need text-assisted conversations.

The original contract was for the period March 5, 2002 through December 5, 2002 (with two, three-month renewal options). All expenses incurred during this trial were paid through the Universal Service Trust Fund.

This trial was the first of its kind in the country and no historical data related to usage and call volumes was available on which to base forecasted usage. The response to the CapTel system and its technology by both the hearing-impaired and the non hearing-impaired has been extremely positive.

Based on data from January 2006, there are 500 users that use an average of 150 minutes per month. Unless mandated by the FCC, the State plans to add up to 100 captioned phone users per month through the Maryland Accessible Telecommunications (MAT) Equipment Program and customer self purchase.

3.2.3 Technical Requirements

3.2.3.1 The Contractor shall have a Contract Manager that is responsible for working with the Department on Contract issues and be the point of contact (POC) between the State PM and

the Contractor. Information requested by the Department is to be provided by the Contractor to the Contract Manager in an expeditious and efficient manner to avoid the need for escalation of problems. All information provided to the Department shall have the name and position of the person(s) providing the information to the Contract Manager. This will ensure that the flow of information to the Department and persons responsible are identified to the State PM.

- 3.2.3.2 Long Distance Telephone Calls - Captioned telephone users who have not picked a Carrier of Choice must not be charged more than they would pay for a call not processed through the Captioned Phone Relay. If the long distance charges default to a carrier other than the customer's own chosen Long Distance carrier, or if the Captioned telephone user has not selected an IXC, the Contractor shall ensure that the customer is not charged any rate higher than the provider's lowest subscriber rate, and/or, that no casual user fees are assessed to the user.

3.2.4 Captioned Telephone Dedicated Outreach Staff Person

- 3.2.4.1 The State requires the following full-time Dedicated Outreach Staff Person position in support of the contract. Below are the responsibilities for this position, at minimum, that are to be utilized on the contract:

- 3.2.4.1.1 Dedicated Outreach Staff Person - shall have the ability to sign fluently to ensure full understanding and communication with deaf users, and possess an understanding of the issues relevant to TTY, hard of hearing, and senior citizen users. This position will work closely with, and under the direction of, the State PM or designee to ensure accurate flow of information between the Maryland Relay and the user communities. In addition, the Contractor and this staff position have the following responsibilities:
- A) This 'Dedicated Outreach Staff Person' shall provide work in coordination with the State TAM PR Coordinator for Maryland Relay to include but not be limited to support of outreach and advertising. The Contractor shall ensure that this Dedicated Outreach person has sufficient equipment and all other resources including financial, necessary to participate in advertising and outreach for up to two-hundred (200) events per contract year as directed by the State PM. The majority of the events will take place in the Baltimore/Washington area, although the Dedicated Outreach Staff Person shall be prepared to support the contract at any location in Maryland.
 - B) The Dedicated Outreach person will be required to attend weekly meetings at the TAM office with the PR coordinator, and must attend outreach events and conduct Maryland Relay presentations which may be require work outside of the State's normal business hours.
 - C) The Contractor's rate shall be inclusive of this position and shall also include all expenses relating to the position. Expenses for this position (as related to the support of the Stat) under this contract are not further reimbursable. As applicable, the Contractor must provide this person with all accommodations and expenses in order to perform their duties.
 - D) This 'Dedicated Outreach Staff Person' must be co-located with the State PM. The current State location is (however, if this should ever change, this position must remain co-located at the State PM's same location): 301 W. Preston

Street, Baltimore, MD 21201. Accommodations at the State offices include available: space, desk, routine office supplies, and telephone. See also the Contractor's requirements for adhering to Security measures in Section 3.3.4.

3.2.5 Reports

3.2.5.1 Reporting Requirements. Reports shall be provided to the State PM in hard copy format plus one set on CD-ROM using Microsoft Office products or other State acceptable format. All reports are to be delivered to the State PM no later than the 15th calendar day following the month of service or on the next working day if the 15th falls on a weekend or holiday. All reports shall become the property of the State, e.g., not copyrighted by the provider, and shall become public record. In addition to periodic, ad hoc or other reports as requested by the State, the Contractor shall provide the following reports shown below, which shall be presented in both tabular and graphic format unless otherwise approved by the State PM. The State PM may modify the required report formats at any time.

When the requested report is other than those shown below (except when investigating unusual circumstances such as complete or partial loss of service), the State will give at least thirty days notice before the date the report is due. The Contractor shall, upon the request of the State PM, provide the State with professional interpretation, analysis and explanation of any reports provided. Within two months after award, the Contractor shall meet with the State PM to determine types of data available for reporting purposes to set up any additional regular monthly reports required.

3.2.5.2 Monthly Complaint Reports - Monthly reports concerning complaints are to be submitted to the Department. Complaints in direct Violation of 47 C.F.R. Part 64 shall be identified as such.

3.2.5.3 Customer Complaint Reports on a Monthly Basis – Any Adhoc reports requested by the State if the information is available to the Contractor from CapTel Inc.

3.2.5.4 Extended Out-Of-State Usage Report – This report is to document ESNs where the originating ANI is located outside of Maryland for three or more months.

3.2.5.5 Carrier Of Choice (COC) Report - All carriers with a presence at the Captioned Telephone Center switch. This list will be posted on the State's Maryland Relay Website for the convenience of relay customers.

3.2.5.6 Monthly Reports shall, at minimum, contain the information received from CapTel Inc.

- 1) Summary of CapTel Session Minutes
- 2) Total Number of Valid CapTel Participants with CapTel phone ESNs Registered to the State of Maryland Program
- 3) Minutes Reimbursed by the TRS Fund
- 4) CapTel CA Statistics
- 5) Percent of Service level on Daily basis
- 6) Customer Contact
- 7) Call Detail Record

**[GENERAL PROJECT REQUIREMENTS FOR BOTH
FUNCTIONAL AREA I AND FUNCTIONAL AREA II]**

3.3 General Project Requirements for Both Functional Area I and Functional Area II

The Contractor is responsible for the Functional Areas I and/or II as contracted in addition to the General Project Requirements of this Section 3.3.

3.3.1 Invoicing (Functional Areas I & II)

3.3.1.1 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period and include the following information: name and address of the DBM TAM Project Management Office, Contractor's name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.3.1.2 Invoicing for:

- A) TRS shall be billable minutes based on six second intervals as defined in section 3.1.12.12 G.
- B) Telephone Caption Services shall be per six (6) second intervals. If the call goes past a six-second interval, the Contractor shall round up and invoice on the nearest six-second interval. Example: 7 seconds shall be billed as two six-second intervals and 67 seconds shall be billed as twelve (12) six-second intervals.

3.3.1.3 Each invoice shall be itemized to include:

- A) A Summary Page with the total monthly billing by Functional Area for which the invoice was submitted.
- B) Detail Summary – The Contractor shall submit the following monthly reports prior to or at the same time as the invoices. Reports received after invoices will cause delays in payment as they provide the detailed summary information required to validate the invoices.
 - i. TRS Detail - Submit the Traffic Report as defined in section 3.1.21.3 K that includes detailed information required to validate the invoice.
 - ii. Telephone Caption Services Detail – Submit the Monthly Reports as defined in section 3.2.4.4 that includes detailed information required to validate the invoice.

3.3.1.4 Invoices for final payment for the entire contract shall be clearly marked as final and submitted when all work requirements have been completed and no further charges are to be incurred under any Purchase Order and the contract. Unless there is prior express, written approval by the State to do so, or the Contractor can document to the PM's satisfaction an extreme or emergency event, in no event shall any invoices be submitted later than sixty (60) calendar days after the contract termination/expiration date.

3.3.2 Insurance (Functional Areas I & II)

- 3.3.2.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.
- 3.3.2.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 3.3.2.3 Within five working days after notice of award, the Contractor shall provide a copy of the Contractor's current certificate of insurance, which, at a minimum, should contain the following:
- A) Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - B) General Liability - The Contractor shall purchase and maintain the following insurance protection on an occurrence and/or aggregate basis as applicable for liability claims arising as a result of the Contractor's operations under this RFP.
 - \$1,000,000 - General Aggregate Limit (other than products/completed operations)
 - \$1,000,000 - Products/completed operations aggregate limit
 - \$ 500,000 - Each Occurrence Limit
 - \$ 500,000 - Personal and Accidental Injury Limits
 - \$ 50,000 - Fire Damage Limit
 - \$ 5,000 - Medical Expense
- 3.3.2.4 The State shall be named as an additional insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities under the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than sixty (60) days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least sixty (60) days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland. In the event that the Contractor fails to procure and keep in force at all relevant times hereunder such insurance, the State shall have the right, but not the obligation, to obtain such insurance on behalf of the Contractor and the State shall have the right to withhold the cost of such insurance from any amounts otherwise due to the Contractor. If there are no amounts otherwise due to the Contractor hereunder, the cost of such insurance shall become immediately payable by the Contractor to the State.
- 3.3.2.5 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Contractor.

3.3.3 Substitution of Personnel in Staffing

All personnel described in the Contractor's proposal as accepted by the State shall perform continuously for the duration of the Contract for so long as performance is satisfactory to the State PM. The State PM and/or State CM shall give written notice of any performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance of the State PM or State CM. Should performance issues persist, the State PM or State CM may give written notice or request the immediate removal of a person(s) whose performance is at issue, including the Contractor's Project Manager.

The Contractor may not substitute personnel, other than by reason of an individual's death, termination of employment, or for a sudden incapacitating illness that is projected to last more than 5 days, etc. without prior written approval of the State PM or State CM. The State PM's or State CM's approval will not be unreasonably withheld.

To replace any personnel specified in the Contract, the Contractor shall submit resumes of the proposed substituted personnel to the State PM. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the State PM upon recommendation by the State Contract Manager that the proposed substitutes meet the minimum qualifications specified for the Contract. The State Project Manager will arrange for the interview of the substitution personnel. After interviewing, the State PM will notify the Contractor in writing of the acceptance or denial of the requested substitution within ten (10) business days.

3.3.4 Security and/or Privacy

3.3.4.1. The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at:

http://dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypolicies.pdf

3.3.4.2 LAN/WAN security requirements onsite at any State location:

3.3.4.2.1 Security Regarding Contractor-owned Computer Equipment: The Contractor shall not connect any of its own equipment to a State Agency's LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.

3.3.4.2.2 The Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the Agency Telecommunication Project Manager or the State Contract Manager.

- 3.3.4.2.3 At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging, and wearing the badge in a visual location at all times.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

- 4.1.1 Offerors may propose for one or both Functional Areas. The Offeror in submitting a proposal for each Functional Area shall ensure that the service and support proposed encompasses the specific requirements in the Functional Area in which they make an offer, and includes all of the General Project Requirements noted in Section 3.3:

3.1- Functional Area I – TRS for Traditional Relay Call Types and General Project Requirements

3.2– Functional Area II - Statewide Captioned Telephone Service and General Project Requirements

- 4.1.1.1 **MINORITY BUSINESS ENTERPRISE SUBCONTRACT PARTICIPATION GOAL FOR FUNCTIONAL AREA I (only):** The Offeror in proposing for FUNCTIONAL AREA I- TRS for Traditional Relay Call Types is responsible for the Minority Business Enterprise Subcontract Participation Goal as noted in Section 1.34, and shall submit Forms D-1 and D-2 with their Technical Proposal. See the Instructions for Attachment D in completing the process.

- 4.1.2 Offerors shall submit proposals in two separate volumes of Technical and Financial for each functional area's responsibility:

I. Volume I - TECHNICAL PROPOSAL:

For each Functional Area proposed (Functional Area I and/or Functional Area II), Offerors must submit a separate Technical Volume and follow the instructions within this Section 4-Proposal Format accordingly..

II. Volume II - FINANCIAL PROPOSAL

For one or both Functional Areas, complete one Attachment F-Price Proposal. For an area that is not applicable to the Offeror, complete the box/line with 'N/A.' Do not leave a box or line blank.

- 4.1.3 **All pages of both Technical and Financial volumes must be consecutively numbered from beginning to end.**
- 4.1.4 Each Technical volume must be submitted completely separate from the Financial volume. Each volume, whether for Technical Proposal-Functional Area I, Technical Proposal-Functional Area II, or Financial Proposal, must be marked clearly.

4.2 Proposals

- 4.2.1 Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal; however, both must be submitted simultaneously to the Procurement Officer (address listed on Key Information Summary).

- 4.2.2 An unbound original, so identified, and five copies of each volume are to be submitted. An electronic version in MS Word format is also to be submitted on a CD for both the Volume I- Technical Proposal and the Volume II- Financial Proposal.
- 4.2.3 Electronic media must be a CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, the Volume type (Technical or Financial), and the applicable Functional Area.
- 4.2.4 At delivery, the Procurement Officer will note on the receipt form for which Functional Area the Offeror has submitted a Technical offer and separate Financial offer.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled:

Volume I-Technical Proposal for:

- * Functional Area I-Telecommunications Relay Service for Traditional Relay Call Types; or,

Volume I-Technical Proposal for:

- * Functional Area II-Statewide Captioned Telephone Service.

And, a Volume II-Financial Proposal for (There is one price sheet that can detail information for one or both Functional Areas):

- * Functional Area I-Telecommunications Relay Service for Traditional Relay Call Types; and/or,

Functional Area II-Statewide Captioned Telephone Service.

Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I-Technical or II-Financial), name and number of the functional area being proposed and closing date and time for receipt of the proposals on the outside of the package.

Offerors are encouraged to submit the Technical Proposal in concise format and language and in the same order as requested in the following headings.

4.4 Volume I – Technical Proposal for Functional Areas I or II

4.4.1 Transmittal Letter

A transmittal letter shall accompany each Technical Proposal (for each Functional Area). The purpose of this letter is to transmit the proposal and acknowledge the receipt of all addenda (if applicable). The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror's responsibilities in Section 1.19. The transmittal letter does not need to be bound with the technical proposal.

4.4.2 Additional Required Technical Submissions:

- A. Completed Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B. **Completed Minority Business Enterprise (MBE) Participation Forms (See Attachments D-1 and D-2)** if submitting an offer for Functional Area I-TRS for Traditional Relay Call Types only. (There is no participation goal for Functional Area II; therefore, the Attachment D forms would not be submitted with an Offeror's Technical Proposal for Functional Area II.)
- C. Completed Conflict of Interest Affidavit/Disclosure (Attachment L)

4.4.3 Format of Technical Proposal

Inside a sealed package described in Section 4.3, above, an unbound original, to be so labeled, 5 copies and the electronic version shall be provided.

The Offeror's Technical Proposals should be organized and numbered in the same order as this RFP beginning with Section 2 of this RFP. This RFP Section 2 provides Offeror's Minimum requirements, Section 3 provides the Functional Area(s) Scope of Work requirements, and Section 4 provides Offeror's submission instructions.

This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following sections in this order:

4.4.3.1 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP.

A Table of Contents shall follow the title page for the Technical Proposal.

Note: Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included.

4.4.3.2 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary".

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

Please note, that any exception(s) to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

4.4.3.3 Minimum Offeror Qualifications from Section 2

Offerors shall provide the necessary documentation to prove they meet the minimum Offeror qualifications as defined in Section 2 FOR THE APPLICABLE FUNCTIONAL AREA I or II.

4.4.3.4 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar projects and particularly with the telecommunication relay and telephone caption services. General requirements of the Offeror and personnel are outlined in Section 3. Offerors shall describe how their organization will meet the qualifications of this RFP and shall include the following:

4.4.3.4.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This description shall include:

- A) A summary of the services offered;
- B) The number of years the Offeror has provided these services;
- C) The types of clients and geographic locations that the Offeror currently serves; and,
- D) A synopsis of the Offeror's experience including the general scope of the telecommunication relay or telephone caption services being provided.

4.4.3.4.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.

4.4.3.4.3 At least three references from its customers who are capable of documenting:

- A. The Offeror's ability to provide services of comparable size and complexity.
- B. Each client reference shall be from a client for whom the Offeror provided service and shall include the following information:
 - 1. Name of client organization
 - 2. Name, title, and telephone number of point of contact for client organization
 - 3. Value, type, and duration of contract(s) supporting client organization
 - 4. The services provided, scope of the contract, objectives satisfied

4.4.3.5 Offeror's Previous/Current Contracts with the State References and Information for State Contracts:

As part of its offer (and separate from the references to be listed for '4.4.3.4.' above), each Offeror is to provide a list of all its own contracts (as a prime contractor) with any entity of the State of Maryland that it is currently performing or which have been completed within the last five (-5-) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the services/goods provided;
- 3) The dollar value of the contract;

- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and email address);
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was/was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria (See 5.2.1.B.).

4.4.3.6 Offeror Technical Response to RFP Requirements

The Offeror shall address Section 3 for the Functional Area I (Section 3.1) or Functional Area II (Section 3.2) in the Technical Proposal for the Functional Area being proposed and Section 3.3-General Project Requirements (applicable to both Functional Area I and II).

The offeror must describe how its proposed services will meet the requirements as described in the RFP.

As stated above, any exception to a term or condition may result in having the proposal deemed classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall include an explanation of how the work will be done. An Offeror's proposal that simply reiterates the Scope of Work from the RFP is not acceptable.

4.4.3.7 Transition Plan and Facilities (Applicable to Functional Area I – TRS for Traditional Relay Call Types Relay Services only)

The Offeror shall detail their Transition plan and schedule that demonstrates readiness to transition from the incumbent to themselves, have all deliverables to the State, and be ready to fully implement the Maryland Relay Center by no later than April 30, 2007. After the State's review and acceptance of the readiness of the Contractor and deliverables, the Contractor shall actually implement the Maryland Relay Center and assume all responsibility by 12:01 AM., June 1, 2007.

All facilities and support activity must meet the RFP requirements noted, which include applicable Federal and State regulations.

The successful Offeror's proposed Transition Plan will be the Draft Transition Plan that will be discussed and used at the Contract's Kick-Off Meeting as the basis for the Final Transition Plan.

4.4.3.8 Personnel (Applicable to Functional Area I – TRS for Traditional Relay Call Types Relay Services, and Functional Area II – Statewide Captioned Telephone Service)

The Offeror shall describe all applicable personnel capabilities and procedures as described in Sections 3.1 and 3.3 for Functional Area I, and 3.2 and 3.3 for Functional Area II.

The Offeror shall include any relevant professional or formal certifications achieved by the personnel proposed. The Offeror shall illustrate in this section of the proposal, how the project team will be organized and how the project team will report up to the Offeror's organization. Resumes shall be provided for all personnel proposed for this project as noted in Section 3.1.11.

The successful Offeror must utilize the Staff proposed in their offer. Substitutions are not allowed unless they follow the procedures and guidelines noted in the Contract. Substitutions must have prior express, written approval of the State PM.

4.4.3.9 Proposed Procedures and Standards (Applicable to Functional Area I – TRS for Traditional Relay Call Types Relay Services only)

The Offeror shall submit proposed procedures and standards for the following that are related to the technical requirements within Functional Area I:

- A) **Emergency and Hotline Procedures** - A policy for handling emergency and hotline procedures. The policy shall include procedures for referring callers to emergency services and numbers other than 9-1-1 (i.e. suicide prevention or crisis hot-line.) This policy must demonstrate how the ANI is passed to the most appropriate PSAP.
- B) **Network Standards and Quality of Service (QoS)** – Any plan for upgrading or modifying the network to accommodate new standards, services and Qos. See Section 3.1.4.3.
- C) **Disaster Recovery Plan and Detailed Plan for Specific Disasters** – A Disaster Recovery Plan and Detailed Plan for Specific Disasters.
- D) **Complaint Resolution Process** – A procedure for collecting and handling complaints, inquiries and comments regarding the Relay Service and Relay Center personnel.
- E) **Quality Assurance Plan** – A plan for conducting, quantifying, recording, and scoring the Contractor's quality assurance test call results.
- F) **Confidentiality and Violation of Confidentiality Policy** – A policy documenting the Offeror's confidentiality policy and the policy for reviewing alleged violations of the confidentiality policy.
- G) **Procedures for Leaving Messages on Voice Processing Systems** – Procedures for fulfilling the requirements as defined in Section 3.1.18.7.I. regarding leaving messages on answering machines or other voice processing systems.

4.4.3.10. Financial Capability and Statements

The Offeror shall include Financial Statements, specifically, an abbreviated Profit and Loss (P&L) and an abbreviated Balance sheet for the last two years (independently audited preferred).

4.4.3.11 Legal Actions Summary

The Offeror shall include the following:

- A. A statement as to whether there are any pending legal actions against the Offeror, and a brief description of any such action.
- B. A brief description of any settled claims against the Offeror within the past three years.

- C. A description of any judgments against the Offeror within the past five years, including the case name and number, court, and the case description.

The information specified above should be limited to information technology and telecommunications services or projects within the United States.

4.4.3.12 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance with the prescribed limits set forth in Section 3.3.2.

4.4.3.13 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):

- A. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland sub-contractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- B. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- C. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- D. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

4.4.3.14 Subcontractors

Offerors shall identify subcontractors, if any, and the role these Sub-contractors will have in the performance of the Contract.

4.4.3.15 Site-Visits to the Offeror's Proposed Facility as Part of Oral Discussions

As part of Oral Discussions with each Offeror, the State Procurement Officer and Evaluation Team will perform one or more Site Visits of the Offeror's facilities, or types of facilities, proposed in their Technical Proposal for the Maryland Relay. The State Procurement Officer will notify the Offeror shortly after the Due Date of the Proposals of the date, or range of dates, the State will perform the Site visits.

4.4.3.16 MINORITY BUSINESS ENTERPRISE SUBCONTRACT PARTICIPATION GOAL FOR FUNCTIONAL AREA I (only):

The Offeror in proposing for FUNCTIONAL AREA I-TRS for Traditional Relay Call Types is responsible for the Minority Business Enterprise Subcontract Participation Goal as noted in Section 1.34, and shall submit Forms D-1 and D-2 with their Technical Proposal. See the Instructions in Attachment D in completing the process.

4.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 4.3, the Contractor shall submit an original unbound copy, 5 copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. Complete the price sheets only as provided in the Price Proposal Instructions.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be based on the criteria set forth below: The Contract resulting from this RFP will be awarded to the Offeror whose offer is deemed the most advantageous to the State, considering price and the technical factors set forth herein. In making this determination, technical factors will receive greater merit than price.

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary.

5.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed below in descending order of importance and are inclusive of both the actual contract requirements and those proposed by the Offeror:

5.2.1 Technical Criteria for Functional Area I

- A) Offeror's Technical Response to RFP Requirements. An Offeror's response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements to include an explanation of the methodology and how the work will be done. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and document a proposed solution to meet or exceed it. (Ref. Section 4.4.3.6)
- B) Offeror's Experience and Capabilities (Ref. Section 4.4.3.4 and 4.4.3.5)
- C) Offeror's Transition Plan and Facilities (Ref. Section 4.4.10, Section 4.4.3.7, and Section 4.4.3.15)
- D) Offeror's Proposed Personnel (Ref. Section 4.4.3.8)
- E) Offeror's Procedures and Standards (Ref. Section 4.4.3.9)
- F) Offeror's Economic Benefit Factors. (Ref. Section 4.4.3.13)

5.2.2 Technical Criteria for Functional Area II

- A) Offeror's Technical Response to RFP Requirements. An Offeror's response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements to include an explanation of the methodology and how the work will be done. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and document a proposed solution to meet or exceed it. (Ref. Section 4.4.3.6)
- B) Offeror's Experience and Capabilities (Ref. Section 4.4.3.4 and 4.4.3.5)
- C) Offeror's Proposed Personnel (Ref. Section 4.4.3.8)
- D) Offeror's Economic Benefit Factors. (Ref. Section 4.4.3.13)

5.3 Financial Criteria

Offerors are required to record the per-minute price they are proposing for one or both Functional Areas. The per-minute price shall be the Offeror's fully loaded price that includes all direct and in-direct costs, and fees. The per-minute prices recorded in Attachment F-Price Proposal will be used to calculate the Offeror's EVALUATED PRICE. The evaluated price will be the price to establish all Offerors' financial proposals from lowest (best) evaluated price to the highest (most expensive) evaluated price.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures

5.5.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

5.5.2 Selection Process Sequence

5.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.

- 5.5.2.2 The State Procurement Officer and Evaluation Team will perform site visits of the Offeror's proposed Maryland Relay facilities as part of the Oral Discussion process.
- 5.5.2.3 Offerors must confirm in writing any substantive oral clarification of, or change in, its proposals made in the course of Discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 5.5.2.4 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- 5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

5.5.3 **Award Determination**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

ATTACHMENTS

ATTACHMENT A – EXAMPLE of the STATE’S CONTRACT. This is the example of the State’s contract that will be utilized for the contract awarded as a result of this solicitation. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer expeditiously upon a notification of proposed contract award.

ATTACHMENT B –Proposal Affidavit. The Offeror’s Proposal Affidavit must be completed and submitted with the Offeror’s Technical proposal.

ATTACHMENT C – Contract Affidavit. The Contract Affidavit is not required at the Offeror’s proposals’ submission time. It must be submitted by the selected Offeror to the Procurement Officer within five (-5-) working days of notification of proposed award.

ATTACHMENT D: MINORITY ENTERPRISE BUSINESS PARTICIPATION (Required for Functional Area I only)

- D-1 - Required with the Offeror’s submission of Proposals**
- D-2 - Required with the Offeror’s submission of Proposals**
- D-3 - Required as specified in Attachment D**
- D-4 - Required as specified in Attachment D**
- D-5 - Required as specified in Attachment D**
- D-6 - Required as specified in Attachment D**

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP section 1.7 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – Price Proposal Instructions and Forms. Price Proposal forms must be completed and submitted as the Offeror’s Financial Proposal.

ATTACHMENT G – Directions To The Pre-Proposal Conference

ATTACHMENT H – Toll Free Maryland Relay Access Numbers.

ATTACHMENT I – Traffic Reports. Samples of reports.

ATTACHMENT J – Receipt of Deliverable Form.

ATTACHMENT K – Acceptance of Deliverable Form.

ATTACHMENT L – Conflict of Interest Affidavit

ATTACHMENT M – Electronic Funds Transfer

ATTACHMENT A – EXAMPLE of the STATE’S CONTRACT
ATTACHMENT A – CONTRACT

TELECOMMUNICATIONS RELAY AND/OR CAPTIONED TELEPHONE SERVICES

THIS CONTRACT (the “Contract”) is made as of this ____ day of _____, 2007 by and between _____ and the STATE OF MARYLAND, acting by and through the DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY.

In consideration of the promises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract Manager” means the manager designed by the Department, or any replacement designated in writing by the Department.
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Maryland Department of Budget and Management.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.5 “Notice To Proceed (NTP)” means a formal notification from the State Contract Manager: (i) verifying notice of contract award to the Contractor; and (ii) the Contractor should immediately, or as of a date contained in the notice, begin performance.
- 1.6 “Procurement Officer” means the officer designated by the Department, or any replacement designated in writing by the Department.
- 1.7 “Project Manager” means the manager designated by the Department, or any replacement designated in writing by the Department.
- 1.8 “RFP” means the Request for Proposals for Telecommunications Relay and Captioned Telephone Services, Project **050B7800018**, and any amendments thereto issued in writing by the State.
- 1.9 “State” means the State of Maryland.
- 1.10 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide all telecommunications relay or captioned telephone services and deliverables as defined in the RFP Section 3. If one Contractor has been awarded both Functional Areas of responsibility; then the Contractor shall be awarded one contract for both. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Technical Proposal

Exhibit C – The Financial Proposal

Exhibit D - State Contract Affidavit, executed by the Contractor and dated _____

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

The Contract resulting from this RFP shall be for a period of five years beginning on _____, 2007 and ending on _____, 2012, unless earlier terminated as provided in this Contract. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the not to exceed rates specified on Attachment F, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$_____. Any work performed by the Contractor in excess of the ceiling amount of this Contract without the prior written approval of the Project Manager [Procurement Officer?] is at the Contractor's risk of non-payment. Contractor shall notify the Project Manager, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor will: (i) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (ii) secure data bases, systems, platforms and/or applications which the Contractor is working on so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the terms of the RFP and the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Project Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Contractor's eMarylandMarketplace vendor ID number is _____.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Project Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Project Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder. Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements, that arise from, are in connection with, or are attributable to Contractor's failure to comply with the requirements of this Section 9.

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and

disbursements of any character that arise from, are in connection with or are attributable to the performance of the Contractor or its subcontractors under this Contract.

10.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

10.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

10.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this Contract, or to any purchase order, or Notice to Proceed, issued under this Contract or any software license acquired hereunder.

13.3 Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above,

in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

19. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services

under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract shall be retained for the entire time provided

under this section. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. In the event of any audit conducted by or on behalf of the State, Contractor shall cooperate fully and provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

25. Representations and Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Financial Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 11 and 13 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

28. Liability

28.1 For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- A. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 of this Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim; provided, however, that except as specified in the last sentence of this subsection 28.1C, **in no event shall any such amount be less than [\$] or greater than [\$]**. Third party claims arising under Section 10, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

30. Administrative

30.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination. The Procurement Officer is the designated Procurement Officer assigned by the Department, or any replacement designated in writing by the Department.

30.2 The Project Manager is the designated Project Manager assigned by the Department, or any replacement designated in writing by the Department.

30.3 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:
Department of Budget and Management
Office of Information Technology, TAM
301 West Preston Street, 10th Floor, Suite 1008A
Baltimore, MD 21201
Telephone: 410-767-5891
Fax No.: 410-767-4276
Email: freym@dbm.state.md.us

Attention: Brenda Kelly-Frye, Contract Manager

If to the Contractor: _____

31. Liquidated Damages

Time is an essential element of the Contract and it is critical to the success of the State's telecommunications relay and captioned telephone services programs for Maryland's hearing and speech disabled citizens be maintained in accordance with the terms and conditions provided in the RFP and herein and that the Contractor operates in an extremely reliable manner. In the event the Contractor fails to comply with such terms, the Contractor shall be liable for liquidated damages in the amount(s) and as provided for in the RFP.

32. Nonvisual Accessibility Warranty

The Contractor warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

33. Orderly Termination

33.1 Contractor agrees that at the commencement of this Contract, it shall have ready and available sufficient levels of inventory and qualified personnel to be able to promptly, diligently, efficiently and completely prosecute the specified services to completion. If the specified work involves the transitioning of work from another entity to Contractor, Contractor shall be required to assume full responsibility for the work and complete any required transitioning as specified in the RFP.

33.2 Upon the expiration or earlier termination of this Contract, Contractor shall:

- a) promptly, diligently, efficiently and in good faith work with any successor contractor and the Department to transition services over to the successor contractor;
- b) during the transition period, continue to be subject to all of the terms and conditions of the Contract, including, by way of example only, those that govern the rates, fees and other charges that Contractor may be permitted to charge the Department under the Contract, and under no circumstances shall the Contractor be entitled to raise any such rates, fees and/or other charges during the transition period; and,
- c) at the end of the transition period, provide the Department with a summary report of the transition that, among other things, contains a certification signed by an officer of the Contractor who is authorized to legally bind Contractor, that states that all actions necessary to successfully transition the services to the successor contractor have been completed, or if they have not been completed, why they have not been completed. The Department shall be entitled to withhold any final payment(s) otherwise due Contractor until it receives the summary report and certification specified in this subsection.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By: _____ (SEAL) Date: _____

Print Name and Title

Witness/Attest

STATE OF MARYLAND

By: DEPARTMENT OF BUDGET & MANAGEMENT

By: _____ Date: _____

Print Name and Title

Witness

Approved for form and legal
sufficiency this _____ day
of _____, 2007.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT B – OFFEROR’S PROPOSAL AFFIDAVIT

(Authorized Representative and Affiant)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself, and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders or any of its employees directly involved in the business’s contracting activities, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03-

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____ (Authorized Representative and Affiant)___

ATTACHMENT C - CONTRACT AFFIDAVIT

Per COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated_____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:_____

BY: _____
(Signature)

(Authorized Representative and Affidavit)

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ATTACHMENT D

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION

State of Maryland

DEPARTMENT OF BUDGET AND MANAGEMENT

**MINORITY BUSINESS ENTERPRISE PARTICIPATION FOR FUNCTIONAL AREA I– TRS for
Traditional Relay Call Types (ONLY)**

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

☒ An MBE subcontract participation goal of five (5) percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

☐ An overall MBE subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment D-3)
 - (2) Subcontractor Project Participation Statement (Attachment D-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a separate report (**Attachment D-5**) for each subcontractor that lists: a) all payments made to the MBE subcontractor during the previous 30 days, and, b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report (**Attachment D-6**) that identifies the prime contract and lists: a) all payments received from the prime Contractor during the previous 30 days, and, b) any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments for Section D:

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (**must be submitted with offer**)
- D-2 MBE Participation Schedule (**must be submitted with offer**)
- D-3 Outreach Efforts Compliance Statement (**must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier**)
- D-4 Subcontractor Project Participation Statement (**must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier**)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (**must be submitted monthly by the Prime Contractor**)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (**must be submitted monthly by the MBE subcontractor**)

Attachment D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, sub-goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of ____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. **I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.**
3. **I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.**
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment D-2
MBE PARTICIPATION SCHEDULE
(for submission with Offeror's proposal)

This document shall be included with the submittal of the bid or offer. If the Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<i>A. Work To Be Performed/SIC</i>	
<i>B. Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment D-2
MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

ATTACHMENT D-3
OUTREACH EFFORTS COMPLIANCE

STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. ____, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference
☐ No pre-bid/proposal conference was held.

Bidder/Offeror Name

By: _____
Name

Address

Title

Date

ATTACHMENT D-4

Subcontractor Project Participation Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that _____ is awarded the State contract in conjunction with Solicitation
Prime Contractor Name

No. _____, it and _____, MDOT Certification No. _____,
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) _____

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

Prime Contractor Signature

Name

Title

Date

By:

Subcontractor Signature

Name

Title

Date

This form is to be completed monthly by the prime contractor.

ATTACHMENT D-5

**The Department of Budget & Management
MINORITY BUSINESS ENTERPRISE PARTICIPATION
Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____ (Sequential number for each reporting month)	Contract No.: 050B7800018
Reporting Period (Month/Year): _____	Purchase Order No.: _____
Report is due by the 15th of the following month.	Contracting Unit: _____
	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (electronic) of this form to the following addresses:

Archie Black, MBE Liaison Officer
Department of Budget & Management
45 Calvert Street, Room 134
Annapolis, MD 21401
ablack@dbm.state.md.us

Brenda Kelly-Frye
Department of Budget & Management
301 W. Preston Street, 10th Floor, Room 1008A
Baltimore, MD
Frey@dbm.state.md.us

Signature: _____ Date: _____

ATTACHMENT D-6

This form is to be
completed monthly
by the MBE
subcontractor.

**Department of Budget & Management
Minority Business Enterprise Participation
SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

Report#: _____ (Sequential number for each reporting month) Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract No.: <u>050B7800018</u> Purchase Order No.: _____ Contracting Unit: _____ Contract/PO Amount: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime Contractor during this reporting period. 1. _____ 2. _____ 3. _____ 4. _____ Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. _____ 2. _____ 3. _____ 4. _____ Total Dollars Unpaid: \$ _____	
Prime Contractor: _____ Contact Person: _____		

Return one copy (electronic) of this form to the following address (electronic copy is preferred):

Archie Black, MBE Liaison Officer Department of Budget & Management 45 Calvert Street, Room 134 Annapolis, MD 21401 ablack@dbm.state.md.us	Brenda Kelly-Frye Department of Budget & Management 301 W. Preston Street, 10th Floor, Room 1008A Baltimore, MD Frey@dbm.state.md.us
--	---

Signature: _____ Date: _____

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. 050B7800018

Telecommunications Relay and Captioned Telephone Services

A Pre-Proposal Conference will be held: Thursday, November 2, 2006 - 10:00 AM (Local Time) at:

**Department of Budget & Management
TAM Conference Room, 10th Floor, Suite 1008A
301 W. Preston Street
Baltimore, MD 21201**

*** Please allow yourself time to sign in with personal identification at the Guard Desk.**

For directions to the meeting site, see **Attachment G** for the Pre-proposal Conference or you may contact Ms. Jacques' Boock via email at jboock@dbm.state.md.us, or phone 410-260-7681.

Please email, FAX or return this form **no later than 3:00 PM on October 31, 2006** advising whether or not you plan to attend this Conference.

Return or fax this form to the Procurement Officer:

Jacques' Boock
Department of Budget & Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 137
Annapolis, MD 21401
Fax No.: (410) 974-3274

Please indicate: _____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

or, _____ No, we will not be in attendance.

Company/Firm/Vendor Name

Telephone

Contact Name (Please Print)

ATTACHMENT F – PRICE PROPOSAL FORM AND INSTRUCTIONS

PRICE PROPOSAL INSTRUCTIONS

Instructions:

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Proposal Instructions and a Price Proposal Form have been prepared. Offerors shall submit their price proposal on the Form in accordance with the instructions on the Form and as specified herein. Do not alter the Form. The Price Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the proposed price.

Offerors are required to record the per minute price they are proposing for one or both Functional Areas; Functional Area I- Telecommunications Relay Service (TRS) for Traditional Relay Call Types, and Functional Area II-Statewide Captioned Telephone Service. The price form is used to calculate the Offeror's EVALUATED PRICE. The Evaluated Price will be the price to establish the Offerors' financial proposals from lowest (best) Evaluated Price to the highest (most expensive) Evaluated Price.

1. Every blank in the price sheet shall be filled in for each Functional Area proposed. If the Offeror is not proposing to one of the Functional Areas, then enter 'N/A' in the pricing line for that Functional Area for each of the years; Year 1 through Year 5, and also in the Evaluated Price Column for that Functional Area.
2. The Offeror's fully-loaded Unit Price (noted as 'Billable Session Minute') must be clearly entered with dollars and cents to two decimal places. Examples: \$24.15; \$24.00.
3. All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
4. It is imperative that the prices included on the Price Proposal Form have been entered correctly and calculated accurately by the Offeror.
5. The Offeror's Unit Price is to be the actual unit price the State will pay for the proposed Billable Session Minute per this RFP and may not be contingent on any other factor or condition in any manner. The fully-loaded Unit Price (noted as 'Billable Session Minute') is inclusive of all direct costs, indirect costs, and fees for the proposed Functional Area.
6. Instructions for Pricing Each Functional Area for Billable Session Minutes:
 - A. For Functional Area I – Telecommunications Relay Service for Traditional Relay Call Types in Item 1 (described in Section 3.1) and for Section 3.3-General Project Requirements:

1. Record a Not To Exceed firm fixed price to two decimal places to be used under the contract per Billable Session Minute, for each year of the contract by filling in Columns B, C, D, E, and F for Item 1.
 2. Add each of the unit prices for Billable Session Minutes recorded in Years 1 through Year 5, and divide that number by 5.
 3. Record that calculated unit price to two decimal places on Line 1, Column G. This is the Offeror's Evaluated Price for Functional Area I.
 4. The Evaluated Price will be used to compare each Offeror's Financial Proposal with each other Offeror's Financial Proposal to determine the Financial Proposal rank order (lowest Evaluated Price to highest Evaluated Price); however, the Not To Exceed firm fixed unit prices for each Year 1 through Year 5 are the actual unit prices to be applied as a 'Billable Session Minute' for that Functional Area during the life of the contract.
 5. For the contract, the Not-To-Exceed unit price noted for the 'Billable Session Minute' for each Year will be divided by the number '10,' to establish the 6-second billable session rate that will be utilized by the Contractor during invoicing.
- B. For Functional Area II – Statewide Captioned Telephone Service in Item 2 (described in Section 3.2) and for Section 3.3-General Project Requirements:
1. Record a Not To Exceed firm fixed price to two decimal places to be used under the contract per Billable Session Minute, for each year of the contract by filling in Columns B, C, D, E, and F for Item 2.
 2. Add each of the unit prices for Billable Session Minutes recorded in Years 1 through 5, and divide that number by 5.
 3. Record that calculated unit price to two decimal places on Line 2, Column G. This is the Offeror's Evaluated Price for Functional Area II.
 4. The Evaluated Price will be used to compare each Offeror's Financial Proposal with each other Offeror's Financial Proposal to determine the Financial Proposal rank order (lowest Evaluated Price to highest Evaluated Price); however, the Not To Exceed firm fixed unit prices for each Year 1 through Year 5 are the actual unit prices to be applied as a 'Billable Session Minute' for that Functional Area during the life of the contract.
 5. For the contract, the Not-To-Exceed unit price noted for the 'Billable Session Minute' for each Year will be divided by the number '10,' to establish the 6-second billable session rate that will be utilized by the Contractor during invoicing.

ATTACHMENT F - Price Proposal Form
Project No. 050B7800018

Complete this form per the instructions noted as ‘Price Proposal Instructions’ (See prior page). The Authorized Signature block on this form must be signed and dated by an individual who is authorized to bind the Offeror to all prices contained in this Financial Proposal:

Column A Item Number/Functional Area and Description	Column B Proposed Price per Billable Session Minute – Year 1	Column C Proposed Price per Billable Session Minute – Year 2	Column D Proposed Price per Billable Session Minute – Year 3	Column E Proposed Price per Billable Session Minute – Year 4	Column F Proposed Price per Billable Session Minute – Year 5	(Column G) ((Columns B+C+D+E+F) Divided by ‘5’ = Column G)) Evaluated Price
<u>1. Section 3.1- Functional Area 1</u> _Telecom. Relay Service for Traditional Relay Call Types and Section 3.3- General Project Requirements						
<u>2. Section 3.2- Functional Area 2</u> _Statewide Captioned Telephone Service and Section 3.3- General Project Requirements						

Note: For the contract, the unit price noted in each Year for the ‘Billable Session Minute’ (for each Functional Area) will be divided by the number ‘10,’ to establish the 6-second billable session rate that will be utilized by the Contractor during invoicing.

 AUTHORIZED SIGNATURE

 TITLE

 DATE

 TYPED NAME

 FEDERAL EMPLOYER IDENTIFICATION #

 NAME OF BIDDER (COMPANY)

ADDRESS _____

PHONE NO. _____

FAX NO. _____

ATTACHMENT G - DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE

For

**TELECOMMUNICATIONS RELAY AND
CAPTIONED TELEPHONE SERVICES
Project No. 050B7800018**

**Department of Budget & Management
TAM Conference Room, 10th Floor, Suite 1008A
301 W. Preston Street
Baltimore, MD 21201**

Thursday, November 2, 2006 -- 10:00 AM (Local Time)

From points North of Annapolis: Take I-97 South towards Annapolis/Bay Bridge. Take the US-50 East/US-301 North exit towards Annapolis/Bay Bridge. Take Exit #24 (MD-70 Rowe Blvd/Bestgate South) towards Annapolis/State Offices. Bear Right on the exit ramp toward “South/Annapolis”. Continue on Rowe Blvd through two (2) lights. After crossing the College Creek Bridge, turn Right at the third (3rd) light onto Calvert Street. The first building on the right is 45 Calvert Street.

From points South and West of Annapolis: Take US-50 East/US-301 North towards Annapolis/Bay Bridge. Take Exit #24 (MD-70 Rowe Blvd/Bestgate South) towards Annapolis/State Offices. Bear Right on the exit ramp toward “South/Annapolis”. Continue on Rowe Blvd through two (2) lights. After crossing the College Creek Bridge, turn Right at the third (3rd) light onto Calvert Street. The first building on the right is 45 Calvert Street.

From points East of Annapolis: Take US-50 West towards Annapolis. Take Exit #24A (Rowe Blvd/MD-70 South) towards Annapolis/State Offices. Continue on Rowe Blvd through three (3) lights. After crossing the College Creek Bridge, turn Right at the fourth (4th) light onto Calvert Street. The first building on the right is 45 Calvert Street.

PARKING: There is on-street metered parking along Calvert Street. There is a parking garage on Clay Street, which is the first street on the right immediately past the 45 Calvert Street State Office Building. There is also a parking garage on the left side of Calvert Street just past the 45 Calvert Street State Office Building. **Parking is limited so allow adequate time to find parking.**

ATTACHMENT H — Toll Free Maryland Relay Access Numbers

7-1-1

(In Maryland)

1-800-201-7165

(Voice)

1-800-735-2258

(TTY/HCO)

1-888-VCO-WORD

(1-888-826-9673)

1-877-258-9854

(Two line VCO)

1-877-735-5151

(For ASCII)

1-800-785-5630

(For Speech-to-Speech)

1-800-877-1264

(Spanish)

ATTACHMENT I — Traffic Reports

Traffic Reports are located in a separate Excel spreadsheet.

ATTACHMENT J —RECEIPT OF DELIVERABLE FORM

STATE OF MARYLAND

Department of Budget & Management

EXAMPLE of the RECEIPT OF DELIVERABLE FORM

Contract: Project No. 050B7800018

FOR

Telecommunications Relay and/or Captioned Telephone Services

I acknowledge receipt of the following:

Project Name: Telecommunications Relay and Captioned Telephone Services

Title of Deliverable: _____

RFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of State Project Manager: _____

Project Manager Signature

Date Signed

Name of Contractor's Contract Manager: _____

Contractor's Contract Manager Signature

Date Signed

ATTACHMENT K – ACCEPTANCE OF DELIVERABLE FORM

**STATE OF MARYLAND
Department of Budget and Management**

**EXAMPLE of the ACCEPTANCE OF DELIVERABLE FORM
FOR**

Contract: Project No. 050B7800018
Telecommunications Relay and Captioned Telephone Services

Department Name: Department of Budget & Management

Contract Manager: Brenda Kelly-Frye Telephone: _____ Fax: _____

To: Contractor's Contract Manager

The following deliverable, as required by Contract Project No. 050B7800018, has been received and reviewed in accordance with the Contract.

Title of deliverable: _____

RFP Contract Reference Number: Section No. _____

Deliverable Reference ID: Section No. _____

This deliverable:

☐ Is accepted as written.

☐ Requires changes as indicated below.

REQUIRED CHANGES:

OTHER COMMENTS:

Contract Manager Signature

Date Signed

ATTACHMENT L —CONFLICT OF INTEREST AFFIDAVIT

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT M —ELECTRONIC FUNDS TRANSFER

PLEASE SEE THE FOLLOWING TWO PAGES

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____

Zip code

--	--	--	--	--

--	--	--	--	--

Business taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

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Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name and address _____

Contact name and phone number (include area code)

ABA number

--	--	--	--	--	--	--	--	--	--

Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type ☐ Checking ☐ Money Market

A voided check from the bank account must be attached.

Transaction requested:

1. ☐ Initiate all disbursements via EFT to the above account.
2. ☐ Discontinue disbursements via EFT, effective _____
3. ☐ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

(OVER)

I am authorized by * _____ (hereinafter Company)
to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of
Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form.
Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of
the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the
State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies
and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial
institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days
from the date of your request for the Comptroller's and Treasurer's Offices to process
your request. Failure to maintain current information with this office could result in
errors in payment processing. If you have any questions, please call the EFT registration
desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

COT/GAD X-10